

## Away.com "Holiday Horror Stories" Contest: Official Rules

**NO PURCHASE NECESSARY TO ENTER, PLAY, OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THE FOLLOWING CONTEST IS INTENDED FOR PLAY ONLY IN THE 48 CONTIGUOUS UNITED STATES, INCLUDING WASHINGTON D.C. DO NOT ENTER THIS CONTEST IF YOU ARE NOT LOCATED IN THE 48 CONTIGUOUS UNITED STATES OR WASHINGTON D.C. VOID IN ALASKA, HAWAII, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**DESCRIPTION OF CONTEST:** From screaming babies to epic delays, Away.com wants to hear about your most memorable vacation mishaps. Then tell us how the experience taught you to be a better traveler. Via online entry only, entrants will have the opportunity to win two (2) Delta Airlines flight vouchers. Enter at <http://blogs.away.com/travel/2010/11/holiday-travel-tips-contest.html> by submitting your comment to the blog post and, in 100 words or less, telling us about a) your holiday experience as it pertains to the contest, and b) what advice you have for fellow travelers who find themselves in a similar situation. Entries will be accepted between 10:00 a.m. Eastern Time ("ET") on November 22, 2010 and 11:59 p.m. ET on December 10, 2010 (the "Promotional Period"). Based on the criteria stated below, judges will select one (1) Grand Prize winner on or about December 14, 2010. The Grand Prize winner will be notified on or about December 14, 2010; an announcement will be posted on the Away.com Travel Blog (<http://blogs.away.com/>) and Away.com's Facebook page (<http://www.facebook.com/awaydotcom>) upon receipt of the Grand Prize winner's acceptance of the prize. In addition Grand Prize winner will be invited to contribute (optional) a blog post describing the specifics of their winning entry in more detail to the Away.com Travel Blog, to be published at Away.com's discretion.

**ELIGIBILITY:** The Away.com "Holiday Horror Stories" Contest (the "Contest") is open only to legal residents of the 48 contiguous United States (including the District of Columbia), who are 18 years of age or older at the time of entry and have a valid e-mail address. Employees of Away.com ("Away" or "Sponsor"), and their respective parent companies, affiliates, promotion, and other vendor agencies involved in this Contest, as well as the immediate family members (spouse, parents, siblings, and children) and household members of each such employee, are **not** eligible. **Void in Alaska, Hawaii**, and where prohibited or restricted by law. Contest is subject to all applicable federal, state, and local laws and regulations.

**CONTEST TIMING:** The Contest begins at 10:00 a.m. ET on November 22, 2010 and ends at 11:59 p.m. ET on December 10, 2010 (the "Promotional Period").

**HOW TO ENTER:** Enter at <http://blogs.away.com/travel/2010/11/holiday-travel-tips-contest.html> by submitting a comment to the blog post, which, in 100 words or less, tells us about a) your holiday horror story and b) what advice you have for fellow travelers who find themselves in a similar situation. In doing so, you accept the Official Rules during the Promotional Period. By entering, you (1) accept the

Official Rules and (2) accept the online Publicity Release and Assignment of Rights. All entries must be received by 11:59 p.m. ET on December 10, 2010 to be eligible. If you have special needs within the meaning of the Americans with Disabilities Act, and require assistance in order to participate in the Contest, please send an e-mail to [traveltips@away.com](mailto:traveltips@away.com). Sponsor is not responsible for lost, late, or misdirected entries. Do not submit an entry unless you are willing to have your entry posted on the Internet, on the Away.com Travel Blog, along with your name and last initial and state of residence. **Limit one (1) entry per person/authorized e-mail account holder.** Any individual attempting to submit multiple entries per entry period will be disqualified.

**CRITERIA FOR ENTRIES:** Entrants must submit the items specified in the "How to Enter" Section of the Official Rules above to be considered. The written submission submitted as part of entry ("Entry") must be original and may not have been previously submitted for any other contest. Submissions must be written in English. Entries cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal or proprietary rights. Entries which, in the judges' sole discretion, contain any type of vulgarity or objectionable content will be disqualified.

**GRAND PRIZE JUDGING, SELECTION, AND NOTIFICATION:** This is not a game of chance. Odds of winning depend on the number and quality of entries received. All entries will be screened and judged as they are received. Judging will be completed on or about three (3) business days after the entry deadline. **All entries will be evaluated on a 100 point scale, as follows:**

-A maximum of 70 points for relevance of the topic.

-A maximum of 30 points for quality of the presentation.

One (1) Grand Prize winner will be selected on or about December 14, 2010. Selection of Grand Prize winner is based on the highest point total, subject to confirmation of eligibility and Sponsor approvals. Any entry may be eliminated, regardless of point total, in the judges' sole discretion (i) if it contains any type of vulgarity or objectionable content, (ii) if it does not meet the requirements of the promotion, (iii) if the entry is so deficient in grammar, spelling, sentence structure, or content as to be unclear or inappropriate. Potential Grand Prize winner will be notified via e-mail on or about December 14, 2010. In the event of a tie in point totals among potential Grand Prize winners, judges will revisit the tied entries and choose as Grand Prize winner the entry that best reflects all criteria as a whole. Grand Prize winner will be posted on <http://blogs.away.com/>.

**PRIZE AND APPROXIMATE RETAIL VALUES: One (1) Grand Prize comprising: Two (2) Delta flight vouchers for round-trip travel to Delta Airlines destinations within the 48 contiguous US states and Canada. No code-share flights are permitted.** All federal, state, and local taxes and fees are the sole

responsibility of the winner. Sponsor will comply with all income tax reporting obligations. Prize consists only of items specifically listed as part of the prize. Approximate retail value of each flight voucher is \$350 (shipping included). Other conditions apply.

**GRAND PRIZE WINNER:** One (1) potential Grand Prize winner will be notified via e-mail on or about December 14, 2010 provided entrant has included e-mail contact details as part of the Typekey submission profile required for submitting entry to the comments form (this will not be displayed alongside comment, but will allow Sponsor to contact winning finalists accordingly). If any winner notification is returned as undeliverable, the prize will be forfeited in its entirety and an alternate winner will be selected. The Grand Prize is not transferable; no prize substitutions or cash alternatives are allowed except as may be determined by Sponsor in its sole discretion.

**ASSIGNMENT OF RIGHTS:** By entering, contestant explicitly acknowledges and agrees that Away.com reserves the right to publish in any media, including print, radio, and on-line, any or all content of the comment submitted with or without first and last name credit to the entrant; and entries that attempt to restrict this right will not be considered. All entries become the property of Away.com and Away.com shall hold all copyright, ownership, title, and right thereto. An entrant's submission of an entry constitutes permission for Away.com to use the entrant's name or advice and other material provided in the entry for any purpose, including for promotional purposes in any media without compensation. Prize winner shall execute at Away.com's request such assignments and other documents as may be necessary to confirm or enact this assignment.

**ADDITIONAL RULES:** Entering Contest constitutes acceptance of all rules. By entering the Contest, participants release and hold harmless Sponsor and its respective parent companies, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with this Contest or any prize won, including any injuries, loss, or damage of any kind arising from or in connection with participation in the Contest. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest, or in the announcement of prizes. In the event Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without further obligation and, if so, Sponsor reserves the right, but not the obligation, to award the prize from among

all valid and eligible entries received up to the time of such Force Majeure event. All entries are the property of Sponsor and are not returnable.

**CONDITIONS OF PARTICIPATION:** As a condition of participation, entrants agree that: (i) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out of pocket expenses, if any, (ii) all causes of action arising out of or connected with this Contest, or any compensation or credit to be provided, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and award shall be limited to actual out of pocket costs incurred, if any, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. This Contest shall be governed by Illinois substantive and procedural law, without giving effect to any choice of law or conflicts of laws, rules or provisions (whether of the District of Columbia or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the District of Columbia. By participating in this Contest, entrant irrevocably consents that District of Columbia courts shall have personal jurisdiction over any dispute or litigation arising from or relating to this Contest, and that venue shall only be in the federal or state courts of the District of Columbia. All federal, state, and local laws and regulations apply.

**ONLINE REGISTRATION:** This Contest is intended for viewing in the United States only and shall be construed and evaluated according to U.S. law. Do not enter this Contest if you are not located in the 48 contiguous United States, under 18 years of age, or if you are not a legal U.S. resident. If for any reason, the computerized entry portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Contest. Each entry must be manually key-stroked and manually entered by the individual participant. Repetitive Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he/she is the authorized account holder of the identified e-mail account, and Sponsor's decision will be final. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, including any error that may result in an erroneous appearance of qualification for a prize. Sponsor is not responsible for any problem or technical malfunction of any computer equipment or software that results in loss of entry. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY COMPUTERIZED SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE**

**MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to Away.com privacy policy at [http://away.com/about\\_us/privacy.html](http://away.com/about_us/privacy.html).

**WINNER LIST:** The name of the Grand Prize winner may be obtained by sending an e-mail to Away.com, LLC, [traveltips@away.com](mailto:traveltips@away.com), or mail a self-addressed, stamped envelope postmarked by December 31, 2010 to: ATTN: Away.com "Holiday Horror Stories" Contest Winner List, 1001 G St., NW, Suite 725W, Washington, D.C. 20001.