

## **WANDERU'S #LETSWANDERU SWEEPSTAKES**

### **OFFICIAL RULES ("Official Rules")**

**NO PURCHASE NECESSARY.**

**1. Eligibility:** Wanderu's #LetsWanderu Sweepstakes (the "Sweepstakes") is open to : (i) legal residents of the United States of America or people with legal residence in Europe; (ii) who are at least eighteen (18) years old at the time of entry and; (iii) who have a FACEBOOK, a TWITTER, and/or an INSTAGRAM account and Internet connection. Employees of Wanderu, Inc. ("Wanderu") and their respective parents, subsidiaries and agents, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Sweepstakes is not sponsored, administered or endorsed by FACEBOOK, TWITTER or INSTAGRAM, and FACEBOOK, TWITTER and INSTAGRAM are not liable for any claims arising out of the Sweepstakes.

**2. Sponsor and Administrator:** Wanderu, Inc.

**3. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Wanderu, which are final and binding in all matters related to the Sweepstakes. Whether an entrant's entry is selected as a winner is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Sweepstakes begins on Wednesday, January 31, 2018 at 12:01 a.m. Eastern Standard Time ("EST"), and ends on Thursday, August 30, 2018 at 11:59 p.m. EST (the "Sweepstakes Period"); Wanderu's computer is the official time-keeping device for the Sweepstakes.

Each week of the Sweepstakes Period (approximately thirteen [13] weeks total) will yield a new winner chosen by a random draw. The weekly submission period will begin at 12:01 a.m. EST on Fridays and end at 11:59 p.m. EST on the following Thursdays.

**5. How to Enter:** During the Sweepstakes Period: (i) Take a picture or video during your travels; (ii) upload the picture or video you took to your personal FACEBOOK, TWITTER or INSTAGRAM account; (iii) include the hashtag #LetsWanderu in the caption(s), and (iv) tag Wanderu's respective account in the photo or video (for FACEBOOK: @GoWanderu; for TWITTER: @GoWanderu; for INSTAGRAM: @Wanderu) with the entry (collectively "Entry"). For FACEBOOK and TWITTER, you can tag Wanderu's respective account in the caption or tweet. For photos posted on INSTAGRAM, you must tag Wanderu's account in the photo. For videos posted on INSTAGRAM, you must include Wanderu's INSTAGRAM account in the caption. Only an Entry that satisfies all listed requirements will be accepted. An Entry that only partially satisfies the requirements will be rejected.

One individual is allowed to submit multiple entries, including uploading the same photo or video to a different social media platform. Each upload will then be considered an additional Entry. Uploading the same photo or video to the same social media account multiple times will be considered as a single Entry only.

Wanderu may display all submitted photos and/or videos (the "Submissions") on its website and social media pages, including but not limited to the Wanderu Website and Wanderu's FACEBOOK, TWITTER and INSTAGRAM accounts.

All Submissions must be viewable by the general public. An Entry posted to a private FACEBOOK, TWITTER, or INSTAGRAM account will not be eligible.

Sharing your photo or video through INSTAGRAM STORY will NOT make them eligible for the Sweepstakes.

In addition to the General Conditions listed in Section 11, Wanderu, in its sole discretion, may terminate the Sweepstakes at any time.

## **6. Sweepstakes Restrictions:**

The Submissions must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights;

The Submissions must not disparage any person or entity;

The Submissions must not contain material that is inappropriate, indecent, obscene, hateful, tortious, and/or defamatory;

The Submissions must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and

The Submissions must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submissions are created.

**For All Submissions:** Entrant may enter as many Submissions during the Sweepstakes Period as they want. Each original Entry will be treated as a new Submission. Duplicate Entries on the same social media platform (FACEBOOK, TWITTER, or INSTAGRAM) will be void.

By uploading a Submission, entrant grants to Wanderu (and Wanderu's licensees and assigns) a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, and otherwise exploit the Submission in all media now known or hereafter devised, throughout the universe, in any way Wanderu sees fit including, but not limited to, entertainment, instruction/education, promotional, advertising and/or marketing purposes for an unlimited amount of time with no compensation. In connection with all rights granted herein, Wanderu (and Wanderu's licensees and assigns) shall also have the irrevocable right to incorporate Submissions, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any necessary documentation that may be required for Wanderu or

its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Proof of submission will not be deemed proof of receipt by Wanderu.

Entrant acknowledges that other entrants may have used ideas and/or concepts in their Submissions that may be similar in idea or concept to what is included in entrant's Submission. Entrant understands and agrees that he/she shall not have any claim against any other entrant or Wanderu arising out any such similarity or be entitled to any compensation because of any such similarity.

**7. Selection of Winner:** For each week throughout the duration of the Sweepstakes Period, one [1] winner will be chosen via a random draw administered by Wanderu. The selection of the winners is final and binding in all matters related to the Sweepstakes. Wanderu will select a new Sweepstakes winner every Friday for the duration of the Sweepstakes Period on or around 12:00 p.m. EST.

**8. Winner Requirements:** A Wanderu administrator will notify the potential winner via the social media platform to which they uploaded their winning photo or video. If the winner uploaded their photo/video to FACEBOOK, they will be notified via a FACEBOOK direct message or a comment underneath their Submission by the official Wanderu FACEBOOK account. If the winner uploaded their photo/video to TWITTER, they will be notified via a TWITTER direct message or a response to their Submission by the official Wanderu TWITTER account. If the winner uploaded their photo/video to INSTAGRAM, they will be notified via an INSTAGRAM direct message or a comment underneath their Submission by the official Wanderu INSTAGRAM account.

The potential winner will be required to respond to Wanderu's notification with his/her intent to accept the prize within three [3] days from the date the initial notification is sent. Failure to respond to the initial notification within the specified time frame or noncompliance with these Official Rules will result in disqualification and forfeiture of the prize.

Any potential winners agree, by submitting their Submission, to accept the prize for their personal use, and will not attempt to sell or transfer for profit any part of the prize package.

Winners are solely liable for any federal, state or local tax obligations associated with acceptance of the prize. In the event that a potential winner is disqualified for any reason in the sole discretion of Wanderu, an alternate potential winner will be selected in accordance with the winner Selection criteria as set forth in Section 7 of these Official Rules. This procedure will repeat three [3] times, after which the applicable prize will not be awarded.

**9. Prize:** Each week for the duration of the Sweepstakes Period, one [1] winner will receive one [1] free single one-way ticket for bus or train travel options available on Wanderu. Each free ticket can have a value of up to \$50 and must be available to book on Wanderu.com. The Prize may not be transferred or assigned except by Wanderu.

Odds of winning a Prize depend on the number of eligible Submissions received during the Sweepstakes Period.

After being notified that they have won, winners have **365 (three hundred and sixty-five) days** from the notification date to claim their prize, following the instructions provided by Wanderu in said notification. Failure to do so will automatically forfeit the prize.

**10. Publicity:** Acceptance of the Prize shall constitute and signify the winner's agreement that Wanderu may use the winner's name, address (city, state), likeness, and/or prize information for contextual purposes worldwide, including the internet, without limitation and without further payment or consideration, except where prohibited by law. If requested, winners agree to have any photographs taken and conduct any and all media interviews (including, but not limited to, radio and television) related to the Sweepstakes. Acceptance of the prize constitutes winner's waiver of any right or interest in the Submission or any photographs, interviews or other publicity materials resulting from the Sweepstakes, and the winners irrevocably transfer any right, title or interest in such publicity materials to Wanderu for its unlimited use in any medium.

**11. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to, fraud, virus or other technical problem, Wanderu may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that

best conforms to the spirit of these Official Rules; or (b) award the prize in a random drawing from among all eligible Submissions received up to the time of the impairment.

Wanderu reserves the right to conduct reasonable background checks on the potential winners as it may see fit.

Wanderu reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Submission process or the operation of the Sweepstakes, to have failed a background check, or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner.

Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Wanderu reserves the right to seek damages from any such person to the fullest extent permitted by law.

Wanderu's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Release and Limitations of Liability:** Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless Wanderu and its respective subsidiaries, affiliates, and their respective agents and agencies, and their respective officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing or typographical errors pertaining to any Submissions; (d) errors in the administration of the Sweepstakes or the processing of Submissions; (e) late, lost, or undeliverable mail; or (f) any Sweepstakes disruptions, losses, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect

damages. If for any reason an entrant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes Submission; provided that if it is not possible to award another Submission for any reason, Wanderu, at its discretion, may elect to hold a random drawing from among all eligible Submissions received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded.

**13. Disputes:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, at any court of competent jurisdiction of the Commonwealth of Massachusetts, and the parties hereto irrevocably submit in any such suit, action or proceeding to the jurisdiction of said courts and waive any and all objection to such jurisdiction that they may have under the laws of the Commonwealth of Massachusetts or the United States and any right to challenge the convenience of Massachusetts as an appropriate form; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Wanderu in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

**14. Privacy:** Information collected from entrants is subject to Wanderu's Privacy Policy located at <https://www.wanderu.com/privacy-policy>.