Thai Airways USA USA 55th Anniversary Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

The 55th Anniversary Sweepstakes is sponsored by Thai Airways USA located at 222 North Sepulveda Blvd. Suite 100, El Segundo, CA 90245, and administered by SAESHE (the "Administrators"). The Sweepstakes is in no way associated with or sponsored, endorsed or administered by Facebook. All entrants understand that by entering, they are providing their personal information to Thai Airways USA and not Facebook. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Thai Airways USA and not to Facebook. Entries shall be the sole and exclusive property of Thai Airways USA.

- 1. **Eligibility**: Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia ("D.C."), eighteen (18) years of age or older. Facebook fans who "like" Thai Airways USA will potentially receive our status updates on their news feed. Individuals employed by Thai Airways USA ("Sponsor"), its affiliate companies, subsidiaries, advertising and promotion agencies, or judges (collectively "Sweepstakes Parties") at any time during the Sweepstakes Period, and members of their immediate family or persons living in the same household, whether or not related, are not eligible to enter or win a prize. Each entrant by participating in the Sweepstakes agrees to be bound by the Rules and the Sponsor's decisions. All qualified entries will be treated equally. Void in Puerto Rico and where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.
- **2. Timing**: The Sweepstakes begins at 12:00:01 AM PST on JUNE 10, 2015, and ends at 11:59:59 PM JULY 9, 2015 ("Promotional Period"). The Sponsor will be the official timekeeper for all matters related to this Sweepstakes.
- 3. How To Enter: To enter the Sweepstakes, visit the Thai Airways USA application on the Facebook Platform at https://www.facebook.com/ThaiAirwaysUSA anytime during the 1-month Promotion Period and follow the on-screen instructions on the "Thai Airways" 55th Anniversary Sweepstakes" application. Complete the entry form by providing all the information required, including First Name, Last Name, City, State, ZIP Code, Country, Email Address, Phone Number and other information Thai Airways USA may require; [3] Click the submit button. All Entries must be submitted by the end date and time listed above. Limit one entry per person/Facebook account during the Promotion Period. All Entrants discovered to be under the age of 18 will be disqualified. AUTOMATED ENTRIES (SUCH AS BUT NOT LIMITED TO ENTRIES SUBMITTED USING ANY ROBOT, SCRIPT, MACRO, OR OTHER AUTOMATED SERVICE) ARE NOT PERMITTED AND WILL BE DISQUALIFIED. All entries become the property of Sponsor and will not be returned. The winner must meet the eligibility requirements set forth in these rules in order to qualify for the prize. Sponsor is not responsible for any failure of the Facebook contest application during the Sweepstakes Period, including any telephone problems or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the internet or at the website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material related to

the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes. By participating in this Sweepstakes, entrants agree to release and hold harmless Sweepstakes Parties and each of their respective parent companies, affiliates, subsidiaries, officers, directors, representatives, agents and employees, from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; or 2) participation in the Sweepstakes or any prize related activities, including but not limited to traveling to or from any prize related activity.

- 4. Winner Selection, Notification and Acceptance: Winner will be selected in a random drawing from all eligible entries received during the Promotion Period, on or around July 10, 2015. The potential winner will be notified by Facebook, email, mail or phone. Except where prohibited, the potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Publicity Release ("Affadavit") which must be received by Administrators, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit or provide any other requested information, within the required time period (if applicable), the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by randomly drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.
- 5. Prizes: Grand Prize: Round-trip economy airfare for one (1) winner from Los Angeles, California (LAX) to Bangkok, Thailand (BKK). No cash equivalents, transfers or substitution of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. Winner is responsible for the payment of all taxes on the prize. Winner is responsible for coordinating and booking their domestic flight to gateway city (Los Angeles). The random drawing will be conducted on JULY 10, 2015. The odds of winning will depend upon the total number of eligible entries received. The prize travel arrangements have to be secured no later than July 31, 2015. Travel must occur between September 1, 2015 and November 31, 2015. Approximate Retail Value ("ARV"): \$1,106.70. All expenses not specified, including, but not limited to incidental expenses, passenger tariffs or duties, surcharges, airport fees, services charges or facility charges, ground transportation, taxes, and meals, telephone calls, gratuities, incidentals, and all other expenses are the sole responsibility of the winner and, if so required, may be payable at the time of ticket issuance. Travel is subject to availability and black-out dates. Please take note of the following restrictions and be advised that additional travel restrictions may apply to prize: Travel must be arranged through designee of Sponsor. If winner cannot travel during the time period set forth above, an alternate winner will be selected. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's transportation provider of choice as detailed in the passenger ticket contract. The winner is responsible for obtaining all required travel documents including without limitation, passports and, if required, visas for international travel. The number of seats available for use with this prize is limited, and is subject to inventory availability, which may be limited at certain times due to peak travel periods and special events. Expenses not specified herein as being accounted for by Sponsor are the sole responsibility of the winner. The prize package does not include accommodations, ground transportation, meals, alcoholic beverages, gratuities, or

incidental charges unless specifically stated above. All expenses not specified are the sole responsibility of the winner and, if so required, may be payable at the time of award. Travel and accommodations are subject to availability.

THE VALUE OF THE PRIZE SET FORTH ABOVE REPRESENT SPONSOR'S GOOD FAITH DETERMINATION OF THE APPROXIMATE RETAIL VALUE THEREOF; THE ACTUAL VALUE AS ULTIMATELY DETERMINED BY SPONSOR IS FINAL AND BINDING AND CANNOT BE CHALLENGED OR APPEALED. IN THE EVENT THE STATED APPROXIMATE RETAIL VALUE OF A PRIZE IS MORE THAN THE ACTUAL VALUE OF THAT PRIZE, THE DIFFERENCE WILL NOT BE AWARDED IN CASH OR OTHERWISE. NO SUBSTITUTION OR COMPENSATION WILL BE GIVEN FOR ANY PORTION OF THE PRIZE THAT IS NOT USED.

6. General Rules and Restrictions: By participating, entrants agree to these Official Rules and the decisions of Thai Airways USA, which are final and binding in all respects. Entries generated by a script, macro, or other automated means, or found to be tampered with or altered in any way, will be disqualified. By entering the Sweepstakes, entrants agree to release, discharge and hold harmless Thai Airways USA, Facebook, the Administrators, and each such parties' franchisor, parent, affiliate and subsidiary companies, retailers, agencies and their respective officers, directors, employees and agents (collectively, the "Released Parties"), from any damages which may arise out of participation in the Sweepstakes or out of the acceptance, use, misuse or possession of the prize, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy. The Released Parties are not responsible for incorrect or inaccurate entry of information including, but not limited to technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, entry materials that have been tampered with, or entries not otherwise in compliance with these Official Rules. The Released Parties reserve the right to cancel, terminate, modify or suspend this Sweepstakes if it becomes technically corrupted or if for any reason the Internet portion of the Sweepstakes is not capable of running as planned, including infections by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Released Parties, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion. If for any reason a legitimate entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry into the Sweepstakes. If it is not possible to award another entry due to discontinuance of the Sweepstakes for any reason, Thai Airways USA, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Thai Airways USA reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

THE SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW, and all applicable federal, state, and local laws apply.

7. Entrant Warranty: EACH ENTRANT WARRANTS THAT HE/SHE IS ELIGIBLE TO

PARTICIPATE IN THIS SWEEPSTAKES AND HAS THE LEGAL CAPACITY TO AGREE TO THE TERMS OF THESE OFFICIAL RULES. BY ACCEPTING A PRIZE, EACH WINNER AGREES TO RELEASE PARTIES FROM ANY AND ALL LIABILITY, LOSSES OR DAMAGES ARISING FROM OR IN CONNECTION WITH THE AWARDING, RECEIPT AND/OR USE OR MISUSE OF A PRIZE OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY.

- **8. Publicity**: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Thai Airway's use of winner's name, photograph, hometown and state for promotional purposes in any media outlet without further payment or consideration, and releases Thai Airways USA and the Sweepstakes Administrators from all claims arising out of the use of such attributes.
- **9. Name of Winner**: To acquire the name of the Sweepstakes winner, send a self-addressed, stamped envelope to SAESHE, 1055 West 7th St. #2150, Los Angeles, CA 90017. Requests must be received by July 30, 2015.
- **10. Your Privacy**: The information provided by entrants will only be used in accordance with <u>Thai Airways USA's Privacy Policy</u>. We respect your privacy and will NEVER trade or sell your name, email address, or other personal information to any third party, nor share it except as necessary to process a travel booking or travel insurance purchase.