



#SONGKRANSTORY GIVEAWAY - TERMS & CONDITIONS

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

#SONGKRANSTORY GIVEAWAY SUMMARY

Songkran is one of the most celebrated and recognizable Thai festivals to natives and Americans. The significant meaning behind Songkran, which focuses on the religious aspect of purifying you by washing the old “you” away with splashing water on yourself, is often overshadowed by the larger water festival that is celebrated.

During the Tourism Authority of Thailand #SongkranStory campaign, there will be a user contest in which users are able to enter for free and try to compete to win a trip to Bangkok, Thailand for two. #SongkranStory is a lighthearted digital/social media campaign that is designed to generate excitement about the New Year. The campaign encourages people to confess how they’ve changed or how Songkran helped them improve their lives.

The campaign would also like to encourage previous visitors to Thailand to share what Songkran was like by sharing images or videos with a brief caption that explains what happened during the festival. The caption can always explain why they were initially interested in the festival.

There is no purchase necessary to enter the contest. The Thailand Giveaway will be referred to “Giveaway” in this document. The Tourism Authority of Thailand and its vendors and partners may be referred to as “Promoter” or “Sponsor” in this document.

1. ELIGIBILITY: The Giveaway is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico, all U.S. Territories and Possessions and all Overseas Military Installations) and Canada (excluding the Canadian province of Quebec) who are eighteen (18) years of age or older as of March 1, 2016, with access to the Internet at all times during the Giveaway Period (as defined below) and subsequent prize-award period (as defined below). All employees of the Promoter, the Sponsor, and of all associated agencies and their respective affiliates, sales representatives, distributors, licensees or agents and Partners all of the foregoing, together with Promoter and Sponsor, collectively referred to as “Giveaway Entities”), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Giveaway. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Entry in the Giveaway constitutes your full and unconditional acceptance of these Official Rules; if you do not accept them, you are not permitted to participate.

2. GIVEAWAY PERIOD: The Giveaway entry period begins at 10 a.m. Eastern Daylight Time (“EDT”) on March 1, 2016 and ends as of 8:00 p.m. EDT on April 15, 2016 (the “Giveaway Period”).

3. GIVEAWAY ENTRY INSTRUCTIONS:

Users must do the following in order to enter the contest:

1. Follow TAT on one of the social media channels



- a. <http://www.Facebook.com/TAT.USA>
 - b. <http://www.Twitter.com/ThailandInsider>
 - c. <http://www.Instagram.com/ThailandInsider>
2. Submit photo or video stories of light-hearted stories on Instagram, Twitter, or Facebook about how Songkran can help them improve their lives
 - a. For instance, if someone used to spend all their time working, they may want to confess “I would like to spend more time with my family... That’s my #SongkranStory.” These stories are designed to bring more attention to the washing the “old you” away with the splashing of the water during Songkran
 3. OR Submit photo or video stories of your previous Songkran experiences. The caption can always explain why you were initially interested in the festival.
 - a. For example, “I experienced Songkran to celebrate my healthier lifestyle choices and the water festival felt like washing my old self away #SongkranStory”

Entrants must have full rights and ownership of the photo they post. Entries may not contain content that is obscene, lewd, defamatory, pornographic, hateful or discriminatory, violates these Official Rules or the terms and conditions imposed on users of Twitter and Instagram, or violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable. Entries may not show any person other than the entrant, unless the entrant has written permission to show that person in an entry submitted in this Giveaway; no entry shall show any person under the age of 18 unless Entrant is the parent or legal guardian of such person. Any entry that, in Sponsor’s sole determination, violates the terms and conditions set forth in this paragraph or any other part of the Official Rules may be disqualified and the entrant submitting the entry may be disqualified from any further participation in the Giveaway. All entries become the property of the Sponsor and Partners. All registrations must include entrant’s valid email address. The email address provided by online entrants will be the identity of the entrant and, if selected for a prize, the identity of the winner. By participating, all entrants agree to abide by these Official Giveaway Rules.

This Giveaway is not in any manner sponsored, endorsed, administered by or associated with Facebook, Twitter or Instagram.

4. USE OF ENTRIES: As a condition of entry into the Giveaway, except where prohibited by law, each entrant and Winner by accepting a prize grants to Sponsor and Partners and their respective affiliates, legal representatives, assigns and licensees, an unrestricted right and license to publicize, broadcast, display and/or otherwise use all information submitted as part of the entry, including use the Giveaway entrant’s name, city, state, biographical material, and any other material submitted as part of the entry (collectively, “Licensed Rights”) in any form or media now known or hereafter devised throughout the world in perpetuity for marketing, advertising, and publicity purposes, without additional review, compensation, permission or approval of the entrant, Winner or other third party.



5. SELECTION OF GIVEAWAY WINNER: Sweepstakes submission will be open from March 1, 2016 until April 15, 2016. The timeline for the total entry period is as follows:

March 1, 2016 – April 15, 2016

- Entry period is open to everyone who qualify and meet these terms and conditions using the #SongkranStory hashtag

April 18, 2016

- All entries will be submitted to Random.org in which all entries will be randomly shuffled
- 5 random entries as selected by Random.org will be then put up for public voting

April 20, 2016 – April 30, 2016

- The 5 entries chosen by Random.org will be shared on BookThailandNow.com in which all fans can vote for their favorite of the 5

Odds of winning will depend on the number of eligible entries received. Prize Winner will be notified via e-mail to the e-mail address submitted with his/her entry, within the drawing ("Prize Award Period"). If a Giveaway winner fails to respond to the prize notification within the specified two (2) business days the winner will irrevocably forfeit the prize and an alternate winner may be selected from the pool of eligible entries. In the event that a potential Prize Winner is disqualified for any reason, Promoter may, in Promoter's sole discretion, award the applicable Prize to an alternate potential Prize Winner selected at random from the remaining eligible entries. Any return of Prize notification or prize e-mail as undeliverable will result in forfeiture of any Grand Prize and an alternate potential Grand Prize Winner may, at Promoter's discretion, be randomly selected from the remaining eligible entries.

To be declared a Winner, the selected entrant will be required to sign an Affidavit of Eligibility, Liability Release and Publicity Release (except where prohibited by law) confirming compliance with the Official Rules, acceptance of the prize as awarded, without substitution, granting rights in the Entry, and releasing the Giveaway Parties from any liability in connection with the prize before being granted his/her prize. Selected entrant's guest must also sign and return to a Liability Release and Publicity Release relating to use of the prize.

6. PRIZES: The number of prizes and Approximate Retail Value ("ARV") of each will be indicated in the Giveaway Post with a total ARV of no more than (\$5,000.00) (USD) in the form of a product or gift from the Sponsor. The Prize will be sent from Sponsor directly to recipient. Prize/Prizes will not be replaced if lost or stolen, and is nontransferable. Prize/Prizes are not redeemable for cash and no substitutions are allowed. By participating in the Giveaway, entrants waive the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages. The Tourism Authority of Thailand will provide the winner with the following prizes:

- Round Trip International Airfare for two (This must be redeemed before September 1, 2016) to Bangkok, Thailand



- 4 Free Nights at a 4-star partner hotel in Bangkok, Thailand
 - Winner must share a room with the guest they bring along to Thailand; the Tourism Authority of Thailand will try to get a 2-bedroom suite but that is NOT guaranteed
- *Winner acknowledges that they are required to inform a representative from the Tourism Authority of Thailand about confirmed travel plans (must be redeemed before September 1, 2016) at least 6 weeks in advanced to allow time for booking airfare, hotel, etc.*
- *Tourism Authority of Thailand will only cover airfare departing/returning from an international airport.*
- *Travel must be redeemed before September 1, 2016 and the winner acknowledges that they will alert the Tourism Authority of Thailand with a minimum of 6 weeks lead time to coordinate travel. For example, if the winner chooses to travel from July 11 – July 14, 2016, the winner must alert the representative no later than June 1, 2016.*

All incidental costs and expenses associated with the prize that are not specifically referred to herein, including (without limitation) transportation to and from the airport and hotels, meals (other than the complimentary breakfast), beverages, gratuities, souvenirs, incidental and personal expenses, and other items of a personal nature are not included and are the sole responsibility of winner and his/her guest, as applicable.

By accepting the prizes, the winner and guest acknowledges that any official documents needed for travel (i.e. passport, visas, travel insurance, etc.) is solely up to the winner. The winner and guest also acknowledge and accept all risk of damages, injury or other loss incidental to any use of the prize, including associated travel and further acknowledge that none of the Giveaway Entities are responsible for any use or acceptance of the prize by the winner, the winner's guest or any third party, including but not limited to, any potential injuries, lost or stolen items, etc.

7. GENERAL CONDITIONS AND RELEASES: An entrant or winner may be disqualified from the Giveaway if he or she fails to comply with each provision of these Official Giveaway Rules, as determined in the sole discretion of the Sponsor. Participation in the Giveaway is at entrant's own risk. Sponsor and Giveaway Entities shall not be liable for 1) failed, returned or misdirected notifications based on inaccurate information provided by the winner on the sweepstakes entry form, 2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind, 3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Giveaway, 4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from



downloading any part of this Sweepstakes 6) unauthorized human intervention in any part of the entry process or the Giveaway.

By submitting an entry into this Giveaway, each entrant confirms his or her understanding of and compliance with these Official Rules. Each entrant, and his/her representatives, heirs, next of kin or assignees (“Entrant’s Representatives”), hereby releases and holds the Giveaway Parties, Facebook, Twitter, and Instagram LLC harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, entrant’s Representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from participation in the Giveaway, acceptance, possession, use or misuse of any prize, use of entrant’s entry, any breach of the Official Rules, or in any prize-related travel or activity. The entrant and entrant’s Representatives agree to fully indemnify the Giveaway Parties from any and all claims by third parties relating to the Giveaway, without limitation.

8. LIMITATION OF LIABILITY: Entrants and winner agree that none of the Giveaway Entities shall be liable for injury, loss or damage of any kind resulting from participating in this Giveaway or from the acceptance or use of any prize awarded, including but not limited to any future use of any winning entries. Sponsor reserves the right (but is not obligated) to verify eligibility qualifications of any winner.

9. USE OF CONTEST INFORMATION: All entries become the property of the Sponsor and Partners. Sponsor and Partners reserves the right to use any and all information related to the contest, including submissions provided by the contestants, for editorial, marketing and any other purpose, unless prohibited by law.

10. CONDUCT: All contest participants agree to be bound by these Official Rules. The Sponsor in its sole discretion, reserves the right to disqualify any person it finds to be tampering with the entry process, the operation of its web site or is otherwise in violation of these rules. The Giveaway shall be governed by the laws of the State of New York, without regarding to its choice law principles. All Entrants hereby to the jurisdiction of the courts of the state of New York with respect any matter, issue or dispute arising under or in respect of these Official Rules and/or the Giveaway and agree that any such determination shall be brought solely and exclusively before such courts.

11. WINNERS LIST: The names of the winner may be obtained by sending a self-addresses stamped envelope to:

ATTN: Curate Directive
Tourism Thailand Social Media Contests
119 West 24th Street, 4th Floor
New York, NY 10011