

Total APAC \$550k

All entries must be submitted by May 31st 2012 - the winning campaigns will run on TripAdvisor between August and October 2012. The campaigns will be judged by a panel of TripAdvisor sales and marketing experts, as well as representatives of CIMTIG. For more information and to submit entries please email Creative-Challenge@tripadvisor.com. All submissions should be a new creative - no existing or running campaigns will be accepted.

-Ends-

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Notes to Editors

** A market is defined as an IP set of users. For example a winning entry for the UK Market does not mean that the advertiser has to come from the UK, the advertiser can be from another region that wants to market to the UK population on TripAdvisor.

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Official Rules for the TripAdvisor Creative Challenge 2012, EMEAA

- Sponsor:** The TripAdvisor Creative Challenge 2012, EMEAA (the "Challenge") is sponsored by TripAdvisor LLC, 141 Needham Street, Newton, MA, 02464 (the "Sponsor"), the company which owns and operates the 'TripAdvisor' websites (the "Sites").
- Eligibility:** The Challenge is open only to travel companies of the following types: hotel chains, airlines, online travel agencies, tour operators, hire car operators, tourist boards and cruise lines, excluding companies located in any of the following countries: Canada, Spain, Cuba, North Korea, Myanmar, Iran and Sudan. Subsidiaries and affiliates of the Sponsor, or other companies associated with the Challenge, are not eligible. There is no requirement for companies to be existing customers of the Sponsor in order to enter the Challenge.
- Agreement to Official Rules:** By entering the Challenge, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- Advertising Markets:** The Challenge is split into the following 10 advertising markets: United Kingdom, Germany, France, Italy, Turkey, Australia, Singapore, China, Japan and India (the "Advertising Markets"). Advertising Markets are defined by Site users' IP addresses. For example, France is defined as Site users with French IP addresses).
- How to Enter:** To enter the Challenge, send the Sponsor your creative concepts for advertising campaigns to be run on one or more of the Sites, targeted at the relevant Advertising Markets. Your entries must be submitted between 12:00:01 AM (EST) on 22 March 2012 and 11:59:59 PM (EST) on 31 May 2012 (the "Entry Period") via email to Creative-Challenge@tripadvisor.com. The Sponsor's computer is the official time-keeping device for the purpose of determining whether an entry is received on time. You may submit more than one concept per Advertising Market. You may also submit concepts for pan-regional campaigns that cover multiple Advertising Markets. Your concepts should be brand-focused, highly relevant to Site users and different to the types of advertising campaigns the Sponsor normally carries for customers. Your concept should be clearly presented. It can be presented in the form of mock-ups, work drawings or a pro-type placement, but any creative you submit must be within the Sponsor's standard units: 300x250 300x600 or 728x90 pixels, page peel, push down, 15 second pre roll. You must satisfy any other conditions of entry notified to you by Sponsor in any briefing document.
- Judging:** All eligible entries to the Challenge will be reviewed by a panel of judges made up of: (a) representative from CIMTIG (The Chartered Institute of Marketing, Travel Industry Group); and (b) representatives from the Sponsor's own marketing and PR teams. The panel will aim to select a winner for each Advertising Market; provided that, if none of the creative concepts submitted for a particular Advertising Market (or Advertising Markets) are of

sufficient quality, the panel may decide that no winner will be selected for that Advertising Market (or Advertising Markets). It is possible for a single entrant to win in more than one Advertising Market, if: (a) the entrant submits separate winning concepts for the different Advertising Markets; or (b) the entrant submits a winning concept for a pan regional campaign that covers multiple Advertising Markets and wins in each relevant Advertising Market.

7. **Prizes:** The winner of an advertising market will receive advertising space on the Sites for the winner's creative concept, to the value set out in the below table.

Advertising Market	Prize: Value of Advertising Space (US Dollars)
United Kingdom	\$300,000
Germany	\$150,000
France	\$150,000
Italy	\$150,000
Turkey	\$150,000
Australia	\$150,000
Singapore	\$100,000
China	\$150,000
Japan	\$100,000
India	\$100,000
Total for All Advertising Markets:	\$1,500,000

The Sponsor will use reasonable endeavours to notify the winners within five (5) business days after the panel makes its decisions. Each winner will be required to enter into a non-disclosure agreement to protect any confidential information shared between the parties as they work together over the winner's advertisement. The Sponsor and each winner will work together on building the creative for the winner's advertising campaign during the following period: 11 June to 31 July 2012. The Sponsor intends that each winner's advertisement will be live on the Sites during the following period: 1 August to 31 October 2012. The Sponsor reserves the right to adjust these dates if necessary (as determined by the Sponsor). Winners will be responsible for any taxes associated with the receipt of a prize.

8. **Advertising Rules:** A winner's entitlement to receive a prize is subject to the following advertising rules:

a. The winner's advertisement must meet the Sponsor's advertising criteria or specifications, as determined by the Sponsor at its sole discretion from time to time (including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with the Sponsor's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Sites on which the advertisement is to appear), other editorial or advertising policies, and material due dates). The winner's failure to comply with all applicable requirements of the advertising criteria or specifications may delay or prevent delivery of the advertisement and shall give the Sponsor the right to suspend or cancel the advertisement.

b. The winner hereby grants the Sponsor the right to display its advertisement on the Sites, as well as partner web sites and emails that are related to the TripAdvisor Media Group, as defined at http://www.tripadvisor.com/pages/about_us.html, at the Sponsor's discretion. Failure by the Sponsor to publish the advertisement does not constitute a breach of contract or otherwise entitle the winner to any legal remedy.

c. The winner shall be solely responsible for the content of its advertisement and any web site linked to or from such advertisement and shall indemnify the Sponsor and each of its agents, customers, subcontractors and affiliates, and the officers, directors, and employees of any of the foregoing, from, against and in respect of any and all losses, costs, (including reasonable attorney's fees) expenses, damages, assessments, or judgments resulting from any claim against any such parties in connection with the winner's advertisement (including, without limitation, claims of infringement of any third party rights), except to the extent that such claims directly resulted from the gross negligence or willful misconduct of the Sponsor. The winner represents, warrants and covenants to the Sponsor that at all times: (a) it is fully authorized to publish the entire contents and subject matter of all the advertisement (including, without limitation, all text, graphics, URLs, and web sites to which URLs are linked); (b) all such materials and web sites comply with all applicable laws and regulations and do not violate the rights

(including, but not limited to, intellectual property rights) of any third party; and (c) each such web site is controlled and operated by the winner or its independent contractors, is functional and accessible at all times, and is suitable in all respects to be linked to from the advertisement.

d. Throughout the period that the winner's advertisement runs on the Sites, the winner shall have a privacy policy in place governing its use of end users' personal information that meets or exceeds any applicable laws, rules and regulations governing the use of such information. The winner shall ensure that any collection, use and disclosure of information obtained pursuant to the advertisement shall comply with all applicable laws, regulations and privacy policies, including all of the requirements of the U.S. CAN-SPAM Act. The winner agrees not to send any unsolicited, commercial email or other online communication (e.g., "spam") through to Site users and shall comply with all applicable policies of the Sponsor regarding bulk mail. For the purposes of any email or advertising placements, the winner designates the Sponsor as the senders for compliance with the CAN-SPAM Act. The rights and obligations in this provision shall continue for a period of five (5) years.

9. **General Conditions of Challenge:** In the event that the operation, security, or administration of the Challenge is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Challenge to address the impairment and then resume the Challenge in a manner that best conforms to the spirit of these Official Rules; or (b) have the judging panel select Challenge winners from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any entrant it finds to be interfering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The Challenge is subject to all applicable laws and regulations and is void where prohibited.

10. **Release and Limitations of Liability:** EXCEPT IN CASES OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THE SPONSOR, BY PARTICIPATING IN THE CHALLENGE, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS THE SPONSOR AND EACH OF ITS AGENTS, CUSTOMERS, SUBCONTRACTORS AND AFFILIATES, AND THE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY OF THE FOREGOING (THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CHALLENGE OR RECEIPT OR USE OF ANY PRIZE, INCLUDING, BUT NOT LIMITED TO: (A) UNAUTHORIZED HUMAN INTERVENTION IN THE CHALLENGE; (B) TECHNICAL ERRORS RELATED TO COMPUTERS, SERVERS, PROVIDERS, OR TELEPHONE OR NETWORK LINES; (C) PRINTING ERRORS; (D) LOST, LATE, POSTAGE-DUE, MISDIRECTED, OR UNDELIVERABLE MAIL; (E) ERRORS IN THE ADMINISTRATION OF THE CHALLENGE OR THE PROCESSING OF ENTRIES; OR (F) 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 CHALLENGE OR RECEIPT OR USE OF ANY PRIZE. EXCEPT AS OTHERWISE STATED HEREIN, THE SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES AS TO THE NUMBER OF VISITORS TO OR PAGES DISPLAYED ON THE SITES OR THE FUNCTIONALITY, PERFORMANCE, OR RESPONSE TIMES OF THE SITES. THE SPONSOR DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY OTHER LOSS, INJURY, COST OR DAMAGE SUFFERED BY ENTRANT OR ANY THIRD PARTY AND SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS. ENTRANT AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF ENTRANT ENTERING AND PARTICIPATING IN THE CHALLENGE, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEY'S FEES.

11. **Public Announcements:** If entrant wins a prize, it hereby grants the Sponsor permission to publicize the fact that it is a winner in a press release and use entrant's trade mark(s) for that purpose. However, entrant shall not use, display or modify the Sponsor's trademarks in any manner without the prior written consent of the Sponsor.

12. **Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts, U.S.A. In addition, entrant irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any such dispute, claim or cause of action. All issues and questions concerning the construction, validity, interpretation and

enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A., 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, U.S.A. The Sponsor and entrant specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

13. **General:** No joint venture, partnership, employment, or agency relationship exists between entrant and the Sponsor. The Sponsor will not be deemed to have waived or modified any term of these Official Rules except in writing signed by its duly authorized representative. Entrant may not assign any rights hereunder to any third party unless the Sponsor expressly consents to such assignment in writing. If any provision of these Official Rules is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable. These Official Rules constitute the entire understanding and agreement between the entrant and the Sponsor and supersedes any and all prior understandings and/or agreements between them with respect to the Challenge.

<https://tripadvisor.mediaroom.com/2012-03-23-TRIPADVISOR-LAUNCHES-1-5-MILLION-CREATIVE-AD-CHALLENGE>