



**VAYAMA DEALS NEWSLETTER  
MONTHLY DRAWING  
OFFICIAL RULES**

NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. Sweepstakes begins April 14, 2009 and ends December 31, 2009.

- 1. Eligibility:** The Vayama Deals Newsletter Monthly Drawing Promotion (the "Sweepstakes") is open to legal residents of the U.S. who are eighteen (18) years of age or older as of the date of entry, and who have an active and valid e-mail account and Internet access at the time of the monthly prize drawing for the Sweepstakes. Employees of Vayama and its parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Vayama through an outsourcer or temporary employment agency during the Sweepstakes period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Sweepstakes. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules & Regulations ("Official Rules"). VOID WHERE PROHIBITED.
  
- 2. To Enter:** You may enter the Sweepstakes in one of two ways:
  - (a) To be entered automatically, enter your valid email address into the "Join our newsletter" box on the vayama home page at <http://www.vayama.com>, or in any other newsletter sign-up box located within the vayama website.
  - (b) To enter by mail without obligation, hand write your name, mailing address, phone number, and e-mail address on a 4"x6" card and mail to: Deals Newsletter Sweepstakes, Vayama, 1975 West El Camino Real, Suite 204, Mountain View, CA 94040. Mail-in entries must be postmarked by December 31, 2009 and be received within 7 days.

No mechanically reproduced mail-in entries are allowed and any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods. Only one entry per person, household and/or e-mail address is permitted for the Sweepstakes, regardless of method of entry.

- 3. Prize:** Vayama will offer a different prize each month. All persons with active and valid email addresses present in the vayama deals newsletter mail list on the drawing date will be eligible for the respective monthly drawing. All email addresses are subject to verification and validation.

Each prize for the coming month will be announced on the vayama website and in the vayama deals newsletter. Prizes offered each month are at the discretion of vayama. All travel prizes must be booked with vayama and completed within one year of prize award. If

winner is unable to travel by such date, prize will be forfeited. The odds of winning a prize depend on the total number of eligible entries received. No cash or other substitution of prizes is permitted. Winners are solely responsible for any and all federal, state, and local taxes, if any, that apply to prizes.

- 4. Selection of Winners:** Vayama will randomly select a winner in each monthly drawing from among all eligible entries received in the month prior to each such drawing. Drawings will be held approximately two weeks after the end of each month during the Sweepstakes period. Winners will be notified by e-mail within five (5) business days of the prize drawing, and may be required to sign and return an affidavit of eligibility and/or publicity/liability release within seven (7) days of notification. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and/or publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner selected from remaining valid, eligible entries timely submitted.
- 5. General Rules:** By entering the Sweepstakes, you agree to be bound by these Official Rules. Vayama is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

By entering the Sweepstakes, You further agree to release, indemnify, defend and hold harmless Vayama and its parent, affiliates, subsidiaries, directors, officers, employees, agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Sweepstakes, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Sweepstakes or acceptance or use of a prize or parts thereof, including, without limitation, (i) any condition caused by events beyond Vayama's control that may cause the Sweepstakes to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Sweepstakes; and (iii) any printing or typographical errors in any materials associated with the Sweepstakes. Winners agree to be bound by these Official Rules, and Vayama's decisions in all respects relative to the Sweepstakes are final.

IN NO EVENT WILL VAYAMA BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE SWEEPSTAKES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT VAYAMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

6. **Additional Conditions:** Except where prohibited, by winning any prize, winner consents to the use of his/her name, entry and statements attributed to winner (if true) for advertising and promotional purposes, including without limitation, inclusion in Vayama's newsletters, and Vayama's website, without additional compensation. All entries become property of Vayama and none will be acknowledged or returned.

Vayama reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Sweepstakes are compromised, without liability to the entrant. Vayama reserves the right to disqualify any entrant or winner, as determined by Vayama, in its sole discretion. The Sweepstakes are subject to these Official Rules and all applicable federal, state and local laws and regulations apply. As stated above, the Sweepstakes is void where prohibited or restricted by law. By participating in these Sweepstakes, you acknowledge that you have read these official Rules and agree to abide by them and by the decisions of Vayama, which are final and binding on all matters pertaining to the Sweepstakes. These Official Rules are governed by the law of the State of California, excluding rules governing choice of laws.

7. **Winner's List, Official Rules:** For a list of prize winners or a copy of these Official Rules, send your request and a stamped, self-addressed envelope to Deals Newsletter Sweepstakes, Vayama, 1049 El Monte Ave Unit C #401, Mountain View, CA 94040 or (for Winner's list only) sweepstakes@Vayama.com with "Winner's list" as the email subject and sweepstakes name specified in the body of the e-mail.
8. **Sponsor:** Vayama, 1049 El Monte Ave Unit C #401, Mountain View, CA 94040.