

Rail Europe “Tales On Rail” Contest Official Rules USA

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The “Tales On Rail” Contest begins at 12:00 a.m., Eastern Time (“ET”) on June 19, 2017 AEST and ends at 11:59 p.m., AEST on July 17, 2017 (“Contest Period”). Contest is sponsored by RAIL EUROPE, INC. (“RAIL EUROPE”) 333 Westchester Avenue, Suite W-2200, White Plains, NY 10604 (“Sponsor”).

ELIGIBILITY: The “Tales On Rail” Contest (“the Contest”) is open to all legal residents of the fifty (50) United States and the District of Columbia who are 21 years of age or older as of the Contest start date. Employees, officers and representatives of RAIL EUROPE (the “Sponsor”), their parents, affiliates, subsidiaries, agents, advertising and promotion agencies,”) (collectively, “Released Parties”) and members of the immediate family (mother, father, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to participate in the Contest. Participation constitutes entrant's full and unconditional agreement to and acceptance of these official rules. Void in Puerto Rico and where prohibited by law.

HOW TO ENTER: During the contest period eligible participants are invited to create a post on their own personal Instagram accounts. The post must include 1) An image of a city, town, or country that has inspired the participant, 2) A three or four sentence caption explaining why the participant wants to be chosen to take this trip with Rail Europe, 3) and the hashtag #TalesOnRail2017.

Unlimited entry per person), per email address per Contest Period. Once submitted, a Submission cannot be deleted, canceled, or modified. Any violation or attempt to violate this restriction may cause Sponsor to disqualify all of such entrant’s eligible Submissions. Each properly completed and received Submission will receive one (1) Submission into the Contest. Incomplete submissions, or those containing incorrect information or those which do not follow the Official Rules will be voided. Proof of sending a submission will not be deemed to be proof of receipt by Sponsor. By participating in this Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all matters relating to the Contest. By entering this Contest, entrants agree that each

Submission becomes the property of Sponsor and that the Sponsor may use such Submission, including the photo entry, for any proper purpose, including, without limitation, for Sponsor's advertising/promotional purposes. Any personally identifiable information collected during an entrant's participation in this Contest will be collected by Sponsor and used by Sponsor, its respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules.

SUBMISSION GUIDELINES: Submissions should follow the instructions listed in the entry section of these Official Rules. All Submissions must be in English. Submissions must be the original work of the person who entered. Entrant must be the sole owner of the copyright of any submission he or she submits. By entering a Submission, each Entrant guarantees that he or she is the author and copyright holder of the Submission. Sponsor will not assist any Entrant with the development or production of a Submission. Each Entrant represents and warrants that Submission does not infringe any other person's or entity's rights. Submission must not contain any unauthorized third-party owned material, including, but not limited to, trademarks, logos, except for those of Rail Europe. Additionally, Entrant represents and warrants that he or she will not have and will not acquire any trademark rights, copyrights, or any other rights in or to Sponsor's trademarks, trade names, logos or other intellectual property. Sponsor specifically reserves all its rights to protect its intellectual property against any infringement or other illegal or improper use. Sponsor in its sole discretion, may remove and disqualify a Submission if it fails to conform to these Submission Guidelines.

The Sponsor, in its sole discretion, may remove a Submission and disqualify any entrant from the Contest if it believes that the Submission fails to conform to the Submission Guidelines contained in these Official Rules. Entries may not contain any of the following: i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than entrant; ii) materials which contain behavior inappropriate for a general audience; iii) materials which are derogatory to Sponsor, or any affiliated entity or person; iv) materials which do not comport with the Submission Guidelines. Entries which do not conform to these Submission Guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to disqualify and remove any Submission which does not comply with any requirement of the Contest.

Submissions which are deemed inappropriate, indecent, obscene, or disparaging of the Sponsor, as determined by Sponsor in its sole discretion, will be disqualified. Proof of submission or sending is not proof of receipt by Sponsor. All Submissions become the exclusive property of Sponsor and none will be acknowledged or returned. Sponsor shall have the right to edit, adapt and publish any or all of the Submissions, and may use them in any media in association with the Contest without attribution or compensation to the Participant, his/her successors or assigns, or any other entity unless prohibited by law. Entry of a Submission in this Contest constitutes Participant's irrevocable assignment, conveyance, and transference to Sponsor of all right, title, and interest in the Submission, including, without limitation, all copyrights. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected Submissions, which are void.

JUDGING: Throughout the Contest Period, all eligible and approved Submissions will be reviewed by a panel of judges, chosen by the Sponsor, who will assign each Submission a score from 1 (lowest) to 5 (highest) based on the evaluation criteria defined below:

Originality / Creativity / Creative voice and personality

The aesthetic quality (Compelling writing, video or photo that shows talent)

Entry meets technical requirements (Entry follows the rules and minimum word count. Contestant used the specified contest hashtag)

The Submission with the highest score at the end of the Contest Period will be the Contest Grand Prize winner, subject to verification of eligibility and Sponsor's receipt of any requisite documents. In the event of a tie, the score of Originality/Creativity of those submissions that have ties will determine the Grand Prize winner.

PRIZE: One (1) Grand Prize Winner will receive a prize package that consists of a weeklong train trip (the "Trip) through Germany and Switzerland that will take place from September 24, 2017 to October 2, 2017 (the final itinerary will be chosen by the Sponsor). This prize package includes round trip economy airline tickets from a major airport closest to winner's residence to Frankfurt, Germany. Also included in the Trip are hotel accommodations in each city along the itinerary along with first class train travel in between each city. A daily stipend for meals will be provided and various activities organized along the trip at the full discretion of the Sponsor. The prize winner is solely responsible for any additional expenses not expressly stated in the prize description above including any taxes, transportation, meals, service charges, tips, and any other personal charges, including but not limited to incidental travel costs due to reserving any higher priced package or any fee applied as a result of a change in the reservation, etc. The Trip must be taken on the aforementioned dates. Approximate Retail Value (ARV) of the prize is \$5,000.

The Sponsor will document the Trip with photos and videos taken during the Trip and this content will be shared on the Sponsor's website and social media channels. Grand Prize Winner agrees to their appearance in these photos, videos or any others related documentation that the Sponsor will share on its social media channels during the Trip.

By accepting the Grand Prize winner also agrees to release the Sponsor and prize suppliers from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. Sponsors shall not be liable for any loss or damage to baggage and/or personal property. Prize winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. Grand Prize winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release to be returned within 7 days of written notification, or prize may be forfeited and an alternate winner selected. The winner will also be required to disclose his/her social security number for the purpose of issuance of a 1099 Form for tax purposes. If actual value of prize is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded. Each winner's entry and acceptance of the prize offered constitutes permission (except where prohibited by

law) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue.

GENERAL: By accepting the Grand Prize, where permitted by law, recipient grants to the Sponsor its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, entrants release and agree to hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize provider and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

INTERNET LIMITATIONS OF LIABILITY: If for any reason this contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Contest or downloading any materials in the Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN

ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

USE OF DATA: Sponsor will be collecting personal data about entrants including e-mail addresses from entry forms in accordance with its Privacy Policy. Please review the www.raileurope.com/about-us/rail-europe-policies/raileurope-privacy-policy.html Sponsor's Privacy Policy at the following link: www.raileurope.com/about-us/rail-europe-policies/raileurope-privacy-policy.html. By participating in the Contest and providing your e-mail address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

DISPUTES: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest 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 State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

SPONSOR: RAIL EUROPE, INC., 333 Westchester Avenue, Suite W:2200, White Plains, NY 10604