



ELECTION TO PARTICIPATE

Under this program, Travelzoo has offered to make payments to persons who establish that they were shareholders of Travelzoo.com Corporation, but failed to submit, within the time required, their requests to receive shares of Travelzoo Inc. in the merger of Travelzoo.com Corporation into Travelzoo Inc. which became effective in 2002. The time period for submitting such requests expired under the terms of the merger agreement in April of 2004. The payment will be based on the average of the closing prices of the Travelzoo Inc. common stock on the NASDAQ Stock Market for the 10 trading days preceding receipt by Travelzoo of satisfactory evidence of eligibility.

IMPORTANT: You may participate in this program only if you have not received shares in Travelzoo Inc. and if you can establish that you are a former stockholder of Travelzoo.com Corporation by providing

- the e-mail address which you registered with Travelzoo.com Corporation; or
your serial numbers which were issued to you when you registered.

To establish your eligibility, you will need to complete, sign and submit this form as indicated, and also provide us with a copy of a government issued photo id.

Privacy notice: Travelzoo will use the information you provide only for purposes of this program. We will never sell this information or make it available to any other person for any other purpose.

Either

Registered E-mail address* or

@

Serial Numbers†

IF YOU CANNOT PROVIDE THE INFORMATION ABOVE, DO NOT PROCEED WITH THIS FORM!

Full Name

(last)

(first)

(initial)

Mailing Address

(street)

(city)

(state)

(zip)

Social Security or Tax ID No.‡

Current Email Address

* This is the e-mail address you provided to Travelzoo.com Corporation when you registered to receive your free shares, or, if you updated your e-mail address, it's the e-mail address which Travelzoo.com Corporation had on file for you.

† When you registered to receive your free shares, serial numbers were sent to the e-mail address you provided.

‡ If you do not provide this information, any payment to you may be subject to withholding for U.S. Federal income tax.

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In addition, you must enclose a legible photocopy of your driver license, passport or other acceptable governmental issued photo identification which matches the name you have provided above and the name which Travelzoo.com Corporation had on file for you. If your last name changed (e.g. marriage), you have to provide acceptable supporting documentation (e.g. certificate of marriage).

By signing below, you agree to and confirm the following:

1. The information you are providing in this Election to Participate is correct and you specifically certify that the social security number or tax identification number set forth above is correct.
2. You accept all of the terms of this program as described in this *Election to Participate* and the accompanying documents.
3. In requesting your shares of Travelzoo.com Corporation in 1998, you represented that you satisfied the conditions to receiving those shares. Those conditions included that (1) the information you provided was true, (2) you were a resident of the U.S. or Canada and (3) you applied for shares only once. If we conclude that you did not meet the eligibility requirements for receiving your shares, you will not be eligible to receive payment under this program. Any such determination will be made by Travelzoo in its sole discretion.
4. You agree to accept the cash payment provided for under this program in satisfaction of any right or claim you would otherwise have against Travelzoo.com Corporation, Travelzoo Inc., Travelzoo or any of their officers, directors, shareholders, employees, affiliates, or representatives based on your rights as a former shareholder of Travelzoo.com Corporation or as a subscriber to shares of Travelzoo.com Corporation.
5. In consideration of such cash payment, you, on your own behalf and on behalf of any person claiming through you, release and discharge Travelzoo.com Corporation, Travelzoo Inc., Travelzoo, all of their officers, directors, shareholders, employees, affiliates or representatives, and the successors and assignees of any of them, from any claim of any kind, known or unknown, which you have or ever had based on your rights as a former shareholder of Travelzoo.com Corporation or as a subscriber to shares of Travelzoo.com Corporation.

See the additional terms and conditions on the following page. This program is subject to those terms and conditions.

SIGNATURE OF FORMER STOCKHOLDER

Signature of Former Stockholder or Authorized Signatory

Date: _____, 20__

Print Name: _____

Capacity: _____
(If Signatory is not the Former Stockholder)

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Additional Terms and Conditions of Election to Participate

1. *Changes in Program Terms.* The terms of this program are subject to change by Travelzoo at any time.

2. *Delivery of Election to Participate.* To participate in this program, a properly completed and signed original of this Election to Participate, together with a legible photocopy of your driver license, passport or other acceptable photo identification which matches the name you have provided in this Election to Participate and the name which Travelzoo.com Corporation had on file for you, must be received by Travelzoo Inc. while the program is still in effect. If your last name changed (e.g. marriage), you have to provide acceptable supporting documentation (e.g. certificate of marriage). All required documents shall be mailed or emailed to:

Travelzoo
Unexchanged Share Program
800 West El Camino Real, Suite 275
Mountain View, CA 94040-2688

Or email electronic copies of documents to: unexchanged@travelzoo.com

DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED.

3. *Payment to be Made.* If Travelzoo Inc. determines that you have satisfactorily established your eligibility to receive payment under the program, the payment to you will be equal to the average closing price of the common stock of Travelzoo Inc. on the NASDAQ Stock Market for the ten trading days immediately preceding the date on which your eligibility has been so established, multiplied by the number of shares of common stock that you would have been entitled to receive under the terms of the merger agreement between Travelzoo.com Corporation and Travelzoo Inc. if you had submitted your request for shares in accordance with the terms of the merger agreement. Such number of shares shall be conclusively determined by the records of Travelzoo Inc.

4. *Timing of Payment.* The payment to you will be made by a check mailed to the address you have provided within ten business days following the expiration of 20 days after your Election to Participate has been received and your eligibility to participate has been satisfactorily established. During that 20-day period you may revoke your decision to participate in the program by delivering a Notice of Withdrawal as referred to below.

5. *Election Not to Participate.* If you do not wish to participate in this program, you do not need to do anything.

6. *Withdrawal.* To validly withdraw this Election to Participate, you must properly submit a Notice of Withdrawal in the form which has been provided to you together with this form of Election to Participate, in accordance with the instructions in the Notice of Withdrawal. Such Notice of Withdrawal must be received prior to the end of the 20-day period referred to in 4. above.

7. *Requests for Assistance or Additional Copies.* Any questions or requests for assistance relating to this program may be directed to:

Travelzoo
Unexchanged Share Program
800 West El Camino Real, Suite 275
Mountain View, CA 94040

or email: unexchanged@travelzoo.com

8. *Additional Documents to Read.* You should read the Cash Program Description which has been provided to you together with this form of Election to Participate before deciding whether to participate in the program.

9. *Irregularities and Binding Determinations.* All questions as to the number of shares subject to the program, and the validity, form, eligibility (including time of receipt) and acceptance in the program will be determined by Travelzoo Inc. in its sole discretion, which determinations shall be final and binding on all parties. Travelzoo Inc.'s interpretation of the terms and conditions of the program will also be final and binding on all parties.