

## **IHG® REWARDS CLUB PRICELESS EXPERIENCES CONTEST AND OFFER**

### **CONTEST OFFICIAL RULES AND OFFER TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY TO ENTER THE CONTEST, WIN, OR CLAIM A CONTEST PRIZE. A PURCHASE WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING A CONTEST PRIZE.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OLD AT THE TIME OF ENTRY. MUST BE A MASTERCARD® CARDHOLDER AS OF OCTOBER 31, 2017 AND AN IHG REWARDS CLUB MEMBER TO PARTICIPATE.**

**OFFER ONLY VALID WHILE SUPPLIES LAST.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The IHG® Rewards Club Priceless Experiences Contest and Offer ("Promotion") is sponsored by Six Continents Hotels, Inc. ("Sponsor"), 3 Ravinia Drive, Suite 100, Atlanta, GA 30346-2121 and administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION TIMING:** The Promotion includes a reward card offer ("Offer") and a points offer ("Points Offer"), as described in Section 4, and a Contest ("Contest"), as described in Section 5. The Promotion begins at 12:00 AM Eastern Time ("ET") on November 1, 2017 and ends at 11:59:59 PM ET on February 1, 2018 ("Promotion Period") but the Offer is only available while supplies last. Note: Eligible Participants (defined below) can visit the Website (defined below) to register for the Promotion between 12:00 PM ET on October 17, 2017 and 11:59:59 PM ET on February 1, 2018 ("Registration Period"). The Administrator's computer is the Promotion official clock.
- 2. ELIGIBILITY:** Legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years of age ("Participant") are eligible to participate in the Promotion. Must be an IHG Rewards Club member and a U.S. issued Mastercard credit or debit Cardholder as of October 31, 2017 to participate. Employees, officers, directors, representatives, and agents of Mastercard International Incorporate, Rockfish, Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to participate in any part of the Promotion. Void where prohibited or restricted by law. Participation consists of a Participant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Receiving an item in the Offer or Points Offer or winning a prize in the Contest is contingent upon fulfilling all requirements set forth herein.
- 3. HOW TO REGISTER FOR THE PROMOTION:** During the Registration Period, an eligible Participant must visit [priceless.ihgrewardsclub.com](http://priceless.ihgrewardsclub.com) ("Website") and follow the instructions to register for the Promotion. If a Participant is not already an IHG Rewards

Club member, he/she must become a member before registering for the Promotion. Enrollment into IHG Rewards Club program is free. To register for the Promotion, a Participant must provide all required information, including, but not limited to, his/her IHG Rewards Club account number. In order to enter the Contest, as described in Section 5, a Participant must enter his/her Twitter and/or Instagram handle at the Website. Following registration, an eligible Participant may participate in the Offer and enter the Contest, as described below.

- 4. OFFER DETAILS:** An eligible Participant who, during the Promotion Period, completes two (2) Qualified Hotel Stays and pays for each stay with a Mastercard credit or debit card, and, as defined below, one (1) of the two (2) stays must consist of a minimum two (2) night stay ("Qualified Hotel Stay"), will qualify to receive a Mastercard Reward Card upon completion of the second Qualified Hotel Stay. The Mastercard Reward Card value is determined by the IHG brand where at least one (1) of the two (2) Qualified Hotel Stays are completed. If a Participant has at least one (1) Qualified Hotel Stay at an InterContinental brand hotel, Participant will receive a one hundred dollar (\$100) Mastercard Reward Card. If a Participant has at least one (1) Qualified Hotel Stay at a Crowne Plaza, Hotel Indigo, or Even Hotels brand hotel, Participant will receive a seventy-five dollar (\$75) Mastercard Reward Card. If a Participant has at least one (1) Qualified Hotel Stay at a Holiday Inn Express, Holiday Inn, Holiday Inn Club Vacations, Holiday Inn Resort, Hualaxe, Staybridge Suites, or Candlewood Suites brand hotel, Participant will receive a fifty dollar (\$50) Mastercard Reward Card. A Participant will receive the highest possible value of the Mastercard Reward Card, depending on which IHG brands Participant stay at. Mastercard Reward Card value will be determined immediately following checkout of the second of the two (2) Qualified Hotel Stays (one [1] of which must be at least two [2] nights). Each Participant is only eligible to receive one (1) Mastercard Reward Card during Offer period regardless of the number of Qualified Hotel Stays. Mastercard Reward Card restrictions apply. After a Participant qualifies to receive a Mastercard Reward Card, he/she will receive an email at the email address associated with his/her IHG Rewards Club account with a link to a redemption portal, which the Participant should click and then follow the instructions to redeem his/her Mastercard Reward Card. **Mastercard Reward Cards must be redeemed at the redemption portal by 11:59:59 PM ET on March 31, 2018 or award of the Mastercard Rewards Card will be forfeited. If a member does not redeem his/her Mastercard Reward Card at the redemption site by March 31, 2018, he/she will lose the opportunity to get his/her Mastercard Reward Card.** Mastercard Reward Cards will be mailed to the physical addresses Participants enter at the redemption portal in approximately six (6) to eight (8) weeks. Note: At the redemption portal, a Participant who qualifies for the Offer, as described above, will have a choice to receive a Virtual Mastercard Reward Card in lieu of a Mastercard Reward Card. Virtual Mastercard Reward Cards will be delivered to the email addresses associated with Participants' IHG Rewards Club accounts. Virtual Mastercard Reward Cards can be used for online purchases only. **IMPORTANT: ALL MASTERCARD REWARD CARDS AND VIRTUAL MASTERCARD REWARD CARDS WILL EXPIRE APPROXIMATELY SIX (6) MONTHS AFTER THEY ARE ISSUED. PLEASE SEE CARD FOR ACTUAL EXPIRATION DATE.**

**A Participant must provide his/her IHG Rewards Club member number prior to checking-out of a participating IHG hotel brand, defined below, and pay for their Qualified Hotel Stay with a Mastercard credit or debit card or else the stay will not count toward completion of the Offer.**

The OmniCard Mastercard Reward Card is issued by MetaBank®, Member FDIC, pursuant to license by Mastercard International Incorporated. Use your Debit Mastercard everywhere Mastercard debit cards are accepted. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. This optional Offer is not a MetaBank nor a Mastercard product or service; and neither MetaBank nor Mastercard endorse this Offer.

The OmniCard Mastercard Reward Virtual Account is issued by MetaBank, Member FDIC, pursuant to license by Mastercard International Incorporated. The Mastercard Virtual Account can be redeemed at every internet, mail order, and telephone merchant everywhere Debit Mastercard is accepted.

**POINTS OFFER:** Must be an IHG® Rewards Club member registered for the Promotion in advance of the stay to participate in the Points Offer. Member must have previously earned a virtual or physical Mastercard Reward Card from the Reward Card Offer in order to be eligible to earn the Points Offer. 4,000 Bonus Points will be awarded after a qualified member completes 2 additional Night stays that were paid for with a Mastercard after completion of the Offer, as described above. Stays pertaining to the Points Offer must be completed on or by February 1, 2018 at any InterContinental®, Crowne Plaza®, Hotel Indigo®, Holiday Inn®, Holiday Inn Express®, Staybridge Suites®, Candlewood Suites®, EVEN® or Hualuxe® hotel worldwide. A stay is qualified when paying qualifying rates, which include most business and leisure rates. Only one room per member per stay will be awarded the applicable bonus points. **Members are only eligible to be awarded the 4,000 Points Offer once during the Promotion period.** Allow 4-6 weeks from last qualified stay for bonus points to be posted to your account. IHG® Rewards Club members who have chosen miles as their earning preference will be awarded points. Subject to standard IHG® Rewards Club Membership terms and conditions and earning structure, which can be obtained by visiting [www.ihgrewardsclub.com](http://www.ihgrewardsclub.com). This exclusive offer is valid for original recipient only.

Qualified Stays: Visit [www.ihgrewardsclub.com](http://www.ihgrewardsclub.com) to review the IHG Rewards Club Membership Terms and Conditions. For reference, a “Qualified Stay” includes a stay in any of the following IHG® brand hotels worldwide: InterContinental®, Crowne Plaza®, Hotel Indigo®, Holiday Inn®, Holiday Inn Express®, Staybridge Suites®, Candlewood Suites®, EVEN® or HUALUXE®; provided that “Qualified Stay” **DOES NOT INCLUDE** a hotel stay subject to the following rates: Net wholesale individual and group rates; Package rates; Employee discount rates; Friends and family rates; Crew rates; Special discounted contract rates; Seasonal worker/crew rate; 50% travel club discount rates; Travel industry discount rates; Distressed passenger rates; IHG Rewards Club Reward Nights/Airline Hotel Reward night rates; Rates booked through third party web sites; and Complimentary hotel stays. If there is a discrepancy between the summary set forth herein and the definition set forth in the IHG® Rewards Club Membership Terms and Conditions, which every Promotion Participant has agreed to by virtue of the eligibility requirements, then the definition in the IHG® Rewards Club Membership Terms and Conditions controls.

- 5. HOW TO ENTER THE CONTEST:** To enter the Contest, a Participant must verify and log in to his/her Twitter or Instagram social media handle on the registration confirmation page within the offer dashboard. During the Promotion Period, a

Participant may log in to his/her Twitter®/Instagram® account and post a Tweet/Instagram post that includes a photo of a Travel Firsts experience, a short description of the travel first moment captured (“Travel Firsts”), and the hashtags “#Travelfirsts,” “#Priceless,” and “#Contest,” after which he/she will receive one (1) entry into the Contest. NOTE: A Participant must follow @IHGRewards Club and have a non-private Twitter/Instagram account to enter the Contest via Twitter/Instagram and maintain such non-private account for at least thirty (30) days after the Promotion Period ends to be eligible to win/claim a prize for potential winner notification purposes. Due to the way Twitter/Instagram operate their services, Sponsor may not receive entries via Twitter/Instagram from users with "protected" accounts (i.e., a Participant has set his/her account so that only people the Participant has approved can view his/her posts). A Participant may create a Twitter or Instagram account at no cost at <https://twitter.com> or <http://instagram.com>, respectively. Creation of a Twitter/Instagram account requires Participant to agree to Twitter's/Instagram's Terms of Service and Privacy Policy, available at <https://twitter.com/tos> and <https://twitter.com/privacy> and <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Twitter or Instagram.

**Entry Requirements:** All entries must comply with the following restrictions:

- Must be in English, except for commonly understood foreign words;
- Written content should adhere to Instagram and Twitter's platform character count limits;
- Must comply with any terms of service and privacy policy set forth by the social media platform used to submit the entry;
- Must not include any identifiable person(s) other than the Participant;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights or that constitutes copyright infringement;
- Must be the original work of Participant;
- Must not disparage Sponsor, Administrator, or any other person or party;
- Must not prominently feature trademarks, logos, or trade dress owned by any third party or advertise or promote any brand or product of any kind;
- Must not promote any cause other than the Contest theme;
- Must not include personally identifiable information (such as the Participant's credit card);
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor, at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where entry is created.

**NOTE:** If any entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right to disqualify the Participant.

By submitting an entry, a Participant agrees that his/her entry is gratuitous and made without restriction, and will not place Sponsor under any obligation and that Sponsor is free to disclose or otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the Participant. Participant acknowledges that, by acceptance of his/her entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Participant. Participant agrees that Sponsor may post the entry on any websites associated with the Promotion, including Sponsor's social media channels.

By submitting an entry, a Participant hereby agrees to be bound by these Official Rules. Submitting an entry constitutes Participant's consent to give Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display the entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, and that Sponsor may use Participant's name and likeness in connection with the uses described herein. If requested, Participant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights Participant is granting to use the entry. This license expressly includes a right (but not the obligation) for Sponsor to modify entries to remove any third party intellectual property or to remove entries in their entirety

**Entry Limit:** Regardless of the method of entry, limit one (1) Contest entry per eligible Participant per calendar day during the Promotion Period.

- 6. CONTEST WINNER SELECTION:** At the end of the Promotion Period, all eligible entries received during the Promotion Period will be judged by a panel of qualified judges selected by the Sponsor ("Judges"). The Judges will score the entries according to the following weighted criteria: (i) Relevance to Theme of Contest: 33%; (ii) Quality of Photo: 34%; and (iii) Creativity: 33% ("Judging Criteria"). The four (4) Participants with entries that receive the highest scores will be declared potential prize winners (subject to verification, highest scoring winner will receive the Los Angeles Prize, second highest scoring winner will receive the New Orleans Prize, third highest scoring winner will receive the Las Vegas Prize, and fourth highest scoring winner will receive the New York Prize, each as defined in Section 7 below). Each winner is a potential winner pending verification of eligibility and compliance with the Official Rules. In the event of any ties, the entry with the highest score in criterion (ii) will prevail. In the event there are still any ties, the tied entries will be judged again and the entry with the highest overall score will prevail. If a potential winner is found to be ineligible, not available on the specified trip date, or does not comply with these Official Rules, he/she will be disqualified and the entry with the next highest judges score will be named a potential winner. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the winners. In no event will there be more than four (4) winners.

## **7. CONTEST PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

- A. Los Angeles Prize (1):** One (1) winner will receive a trip for two (2) (winner and one (1) guest) to Los Angeles, California from April 17, 2018 to April 20, 2018 (“Prize”). Prize includes two (2) round-trip coach airline tickets, for winner and one (1) guest, from the major U.S. airport nearest the winner’s residence (as determined by Sponsor) to Los Angeles, California; three (3) nights (one [1] standard room hotel accommodations, double occupancy) at an IHG hotel in or near Los Angeles, California (as determined by Sponsor); ground transportation between the airport and hotel; car transfers to planned activities; select meals; a tour of Los Angeles; Malibu wine hike day trip for winner and guest; a welcome reception at celebrity chef restaurant; a gift bag; one (1) \$250 prepaid Mastercard; and a \$5,000 check made payable to the winner. All other costs not specifically stated herein, including, but not limited to, parking, taxes, meals, tips, and souvenirs are the sole responsibility of the winner. Prize trips must occur on the dates scheduled by Sponsor, which are April 17, 2018 – April 20, 2018. Reservations for the trip must be made through Sponsor’s agent, on a carrier of Sponsor’s choice. Blackout periods and other restrictions, conditions, and limitations may apply. Complete terms and conditions of trip will be furnished with winner notification. Travel companions of Prize trip winners must travel with winner on the same itinerary. In addition, travel companions of Prize trip winner must be twenty-one (21) years of age or older. Winners and travel companions are responsible for all required travel documents. Winners and travel companions are responsible for obtaining travel insurance (and all other forms of insurance) where applicable, at their option, and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winners and travel companions must sign a consent to publicity (where permitted by law), liability waiver and travel release form prior to traveling. Winner and travel companion must pass a background check. No substitutions or transfers of Prizes are permitted, except at Sponsor’s sole and exclusive discretion. A Prize or any portion of a Prize may not be exchanged for cash. The ARV of the Los Angeles Prize is \$20,000. One (1) Los Angeles Prize will be awarded in the Contest.
- B. New Orleans Prize (1):** One (1) winner will receive a trip for two (2) (winner and one (1) guest) to New Orleans, Louisiana from April 24, 2018 to April 27, 2018 (“Prize”). Prize includes two (2) round-trip coach airline tickets, for winner and one (1) guest, from the major U.S. airport nearest the winner’s residence (as determined by Sponsor) to New Orleans, Louisiana; three (3) nights (one [1] standard room hotel accommodations, double occupancy) at an IHG hotel in or near New Orleans, Louisiana (as determined by Sponsor); ground transportation between the airport and hotel; car transfers to planned activities; select meals; a tour of New Orleans; custom activities for winner and guest; a gift bag; one (1) \$300 prepaid Mastercard; and a \$5,000 check made payable to the winner. All other costs not specifically stated herein, including, but not limited to, parking, taxes, meals, tips, and souvenirs are the sole responsibility of the winner. Prize trips must on the dates scheduled by Sponsor, which are April 24, 2018 – April 27, 2018. Reservations for the trip must be made through Sponsor’s agent, on a carrier of Sponsor’s choice. Blackout periods and other restrictions, conditions, and limitations may apply. Complete terms and conditions of trip will be furnished with winner notification. Travel companions of Prize trip winners must travel with winner on the same itinerary. In addition, travel companions of Prize trip winner must be twenty-one (21) years of age or older. Winners and travel companions are

responsible for all required travel documents. Winners and travel companions are responsible for obtaining travel insurance (and all other forms of insurance) where applicable, at their option, and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winners and travel companions must sign a consent to publicity (where permitted by law), liability waiver and travel release form prior to traveling. Winner and travel companion must pass a background check. No substitutions or transfers of Prizes are permitted, except at Sponsor's sole and exclusive discretion. A Prize or any portion of a Prize may not be exchanged for cash. The ARV of the New Orleans Prize is \$20,500. One (1) New Orleans Prize will be awarded in the Contest.

**C. Las Vegas Prize (1):** One (1) winner will receive a trip for two (2) (winner and one (1) guest) to Las Vegas, Nevada from May 8, 2018 to May 11, 2018 ("Prize"). Prize includes two (2) round-trip coach airline tickets, for winner and one (1) guest, from the major U.S. airport nearest the winner's residence (as determined by Sponsor) to Las Vegas, Nevada; three (3) nights (one [1] standard room hotel accommodations, double occupancy) at an IHG hotel in or near Las Vegas, Nevada (as determined by Sponsor); ground transportation between the airport and hotel; car transfers to planned activities; select meals; a spa experience; two (2) tickets to a Las Vegas show for winner and guest; one (1) \$250 prepaid Mastercard; a gift bag; and a \$5,000 check made payable to the winner. All other costs not specifically stated herein, including, but not limited to, parking, taxes, meals, tips, and souvenirs are the sole responsibility of the winner. Prize trips must occur on the dates scheduled by Sponsor, which are May 8, 2018 – May 11, 2018. Reservations for the trip must be made through Sponsor's agent, on a carrier of Sponsor's choice. Blackout periods and other restrictions, conditions, and limitations may apply. Complete terms and conditions of trip will be furnished with winner notification. Travel companions of Prize trip winners must travel with winner on the same itinerary. In addition, travel companions of Prize trip winner must be twenty-one (21) years of age or older. Winners and travel companions are responsible for all required travel documents. Winners and travel companions are responsible for obtaining travel insurance (and all other forms of insurance) where applicable, at their option, and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winners and travel companions must sign a consent to publicity (where permitted by law), liability waiver and travel release form prior to traveling. Winner and travel companion must pass a background check. No substitutions or transfers of Prizes are permitted, except at Sponsor's sole and exclusive discretion. A Prize or any portion of a Prize may not be exchanged for cash. The ARV of the Las Vegas Prize is \$19,500. One (1) Las Vegas Prize will be awarded in the Contest.

**D. New York Prize (1):** One (1) winner will receive a trip for two (2) (winner and one (1) guest) to New York, New York from May 15, 2018 to May 18, 2018 ("Prize"). Prize includes two (2) round-trip coach airline tickets, for winner and one (1) guest, from the major U.S. airport nearest the winner's residence (as determined by Sponsor) to New York, New York; three (3) nights (one [1] standard room hotel accommodations, double occupancy) at an IHG hotel in or near New York, New York (as determined by Sponsor); ground transportation between the airport and hotel; car transfers to planned activities; select meals; a tour of New York City; two (2) tickets to a Broadway show and experience for winner and guest; one (1) \$500 prepaid Mastercard; a gift bag; and a \$5,000 check made payable to the winner.

All other costs not specifically stated herein, including, but not limited to, parking, taxes, meals, tips, and souvenirs are the sole responsibility of the winner. Prize trips must occur on the dates scheduled by Sponsor, which are May 15, 2018 – May 18, 2018. Reservations for the trip must be made through Sponsor's agent, on a carrier of Sponsor's choice. Blackout periods and other restrictions, conditions, and limitations may apply. Complete terms and conditions of trip will be furnished with winner notification. Travel companions of Prize trip winners must travel with winner on the same itinerary. In addition, travel companions of Prize trip winner must be twenty-one (21) years of age or older. Winners and travel companions are responsible for all required travel documents. Winners and travel companions are responsible for obtaining travel insurance (and all other forms of insurance) where applicable, at their option, and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winners and travel companions must sign a consent to publicity (where permitted by law), liability waiver and travel release form prior to traveling. Winner and travel companion must pass a background check. No substitutions or transfers of Prizes are permitted, except at Sponsor's sole and exclusive discretion. A Prize or any portion of a Prize may not be exchanged for cash. The ARV of the New York Prize is \$20,000. One (1) New York Prize will be awarded in the Contest.

**E. Total ARV:** The total ARV of all available Prizes in the Contest is \$80,000.

**F. General:** In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes according to the process described in Section 6 above. Limit one (1) Prize per person/household. No other Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure.

**8. CONTEST WINNER VERIFICATION:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Administrator will notify a potential winner via email with instructions on how to redeem a Prize. Each potential winner has five (5) calendar days to respond to the winner notification with the requested information or the Prize may, at the Sponsor's sole discretion, be forfeited. Each potential winner will be required to sign and execute a Declaration and/or an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If a winner fails or refuses to sign and return all required Prize Claim Documents within five (5) days of Prize notification, where applicable, the winner may be disqualified and an alternate winner may be selected. Winner and travel companion must also pass a background check provided by Administrator. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the Prize may be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate winner, selected in accordance with Section 6 above and as determined by Sponsor in its sole discretion. Upon verification of eligibility, winners will be contacted to arrange selection and/or delivery of a Prize. All federal, state, and local taxes imposed on the acceptance of a Prize are solely the responsibility of each winner. Administrator will issue an IRS Form 1099-MISC for the each winner.



Administrator will attempt to notify each potential winner as set forth above, but Administrator and Sponsor is not responsible for any undelivered emails or other attempts at contact, including without limitation emails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a Prize is non-assignable, non-transferable, and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely a winner's responsibility. Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason. Each Prize will only be awarded to a verified winner.

- 9. LIMITATION OF LIABILITY:** By participating in this Promotion, Participants agree that the Promotion Entities, Twitter, Instagram, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to Participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By participating in the Promotion, each Participant agrees: (i) to be bound by these Official Rules; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Participant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful,

negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by Participant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in accordance with Section 6 from among all verified Prize claims received.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**10. DISPUTES:** This Promotion is governed by, and will be construed in accordance with, the laws of the state of Michigan, and the forum and venue for any dispute shall be in Oakland County, Michigan. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and procedures or subsequent versions thereof ("AAA Rules"). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Michigan. All proceedings brought pursuant to this paragraph will be conducted in Oakland County, Michigan. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Participants agree that the rights and obligations of any Participant and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one (1) year of the time the cause of action occurred, or the cause of action shall be forever barred.

**11. PRIVACY POLICY:** Sponsor's Privacy Policy is available at [https://www.ihg.com/hotels/us/en/global/customer\\_care/privacy\\_statement#3](https://www.ihg.com/hotels/us/en/global/customer_care/privacy_statement#3).

**12. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each Participant agrees to allow Mastercard, Sponsor, and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Promotion

and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**13. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple accounts, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Participants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Participant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**14. CONTEST WINNER LIST AND OFFICIAL RULES:** For a list of Contest Prize winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - IHG Rewards Club Priceless Experiences Contest and

Offer, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than April 1, 2018.

**15. SPONSOR:** Six Continents Hotels, Inc.

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