

**Galentine's Day Sweepstakes  
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

**1. Eligibility:** The Galentine's Day sweepstakes (the "Sweepstakes") is open to legal residents of the 50 United States or the District of Columbia, who are at least 18 years of age (or the minimum age of majority in entrants state of residence, whichever is older), who are located in the United States or the District of Columbia] at the time of entry. Employees, contractors, directors and officers of Sponsor, its parent, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Sweepstakes, and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and household of each such employee are not eligible to participate.

**2. Sponsor:** Six Continents Hotels, Inc., 3 Ravinia Drive, Suite 100, Atlanta, GA 30346 ("Sponsor").

**3. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these terms and conditions ("Official Rules") and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Sweepstakes begins on February 1<sup>st</sup> at 11:00 a.m. Eastern Time ("ET") and ends on February 13<sup>th</sup> 11:00 a.m. ET (the "Sweepstakes Period").

**5. How to Enter:** During the Sweepstakes Period, follow [@kimptonmarlowehotel](#) on Instagram, tag a friend in the comments, and share how you are celebrating Valentine's (or Galentine's) Day and you will receive one (1) entry into the Sweepstakes. All potential winners are subject to verification before any prize will be awarded. If an entrant enters the Sweepstakes on his/her mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

**Limit:** one (1) entry per person during the Sweepstakes Period. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Uploading an entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such 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. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being an authorized account holder. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified. If, for any reason, an entry is confirmed to have been erroneously

deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Sweepstakes, the entrant's sole remedy is to enter the Sweepstakes again to receive another entry.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNING ENTRY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.**

#### **7. Winner Determination:**

**Sweepstakes:** After the conclusion of the Sweepstakes Period, the winner will be selected using a digital random comment selection tool. Once selected, it will be verified if the user is following @kimptonmarlowehotel. [February 13th]]? Odds of winning depend on the number of eligible entrants received.

The potential prize winner will be notified on or around February 13th] via [direct message on Instagram].

**8. Winner Requirements:** Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Except where prohibited, the potential prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential prize winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), potential winner forfeits the prize. Prize in question may go unawarded if it remains unclaimed. If the potential prize winner is disqualified for any reason, an alternate winner may be selected in Sponsor's sole and absolute discretion. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state/province, likeness, photo, entry information and/or prize information in connection with the Sweepstakes for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, the Sweepstakes winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the winner's entry including intellectual property rights, trademark rights, copyright and all renewals and extensions of intellectual property rights, and the right to secure intellectual property registrations thereto in perpetuity including, without limitation, the rights to use the winner's entry for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The Sweepstakes winner accepts and acknowledges that Sponsor shall not be obligated to use the winner's entry and that Sponsor in its sole discretion shall have the right to refrain from using winner's entry . Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

#### **9. Prizes:**

**Sweepstakes: ONE (1) SWEEPSTAKES PRIZE:** \$429 (approximate retail value ("ARV"): \$[429 USD]). [If there are multiple prizes, include: Total ARV of all prizes: \$[429]. Limit: 1 prize per person.]

**For the Prize:** Prize is non-transferable, no cash equivalent, and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize of

equal or greater value should it become unavailable for any reason. Winner is responsible for all federal, state, and/or local taxes and fees or costs associated with prize receipt and/or use, regardless of whether it, in whole or in part, is used. The ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes where required by law.

**10. Release:** By receipt of the prize, the winner agrees to release and hold harmless Sponsor, and its respective subsidiaries, affiliates, suppliers, distributors, and each of their respective parent and affiliate companies and each such company's officers, directors, employees and agents (collectively, 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 outside attorneys' fees) that may arise in connection with: (1) the Sweepstakes, including but not limited to any Sweepstakes -related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes, (2) the violation of any third-party privacy, personal, publicity or proprietary rights, (3) typographical or printing errors in these Official Rules or any Sweepstakes materials, (4) personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize, (4) any change in a prize due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (5) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (6) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof), (7) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (8) interruption or inability to access the Sweepstakes, any other Sweepstakes -related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Sweepstakes and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

**11. Privacy:** Please see the privacy policy located at [https://www.ihg.com/content/us/en/customer-care/privacy\\_statement](https://www.ihg.com/content/us/en/customer-care/privacy_statement) for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

**12. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to (1) cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winner in a manner it deems fair and reasonable including the selection of the winner from among eligible entries received prior to such cancellation, termination, modification or suspension and/or (2), as necessary, to modify these Official Rules to accommodate any changes in circumstances that affect Sponsor's ability to carry out or run the Sweepstakes as planned. Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or, the Official Rules of this or

any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of an inconsistency between these Official Rules and any disclosure or other statement contained in any Sweepstakes-related materials, including without limitation, a Sweepstakes entry form or any point-of-sale, radio, television, print, or online advertising or disclosures, these Official Rules will prevail and govern. By entering the Sweepstakes, each entrant agrees to waive any rights to claim ambiguity with respect to these Official Rules

**13. Release; Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, network hardware or software, or any computer, telephone, satellite, cable, network, electronic or Internet hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the uploading, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials; (5) any 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 Sweepstakes or receipt or use or misuse of the prize; or (6) garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion. Released Parties are not responsible for any unauthorized third party use of any entry. No more than the stated number of prizes will be awarded. Sponsor is not responsible for any typographical or other error in printing, offering, announcement or administration of the Sweepstakes.

**14. Disputes:** Except where prohibited, by entering the Sweepstakes, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Georgia or the appropriate Georgia State Court located in Dekalb County, Georgia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to any choice of law or conflict of law rules.

**15. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**16. Winner List:** For a winner list, please contact Marco Fantaroni after February 14<sup>th</sup>. The winner list will be available after winner confirmation is complete and will remain available for thirty (30) days after completion of winner confirmation.