

## TERMS AND CONDITIONS

Registration is required.

Marriott Rewards® members who register and perform qualifying designated actions through their online social profiles are eligible to earn Marriott Rewards points through #MRpoints.

Points will be awarded to the member's account in near real-time after performing a qualifying social action\*. Marriott Rewards members electing to earn miles are not eligible for this promotion.

Ritz-Carlton Rewards® members are not eligible for this promotion.

All Marriott Rewards program terms and conditions apply.

Visit the [#MRpoints FAQs](#) or contact [Marriott Rewards Guest Services](#) for complete details.

\*Qualifying social actions will vary based on each promotion.

## TERMS OF SERVICE

This Agreement was last revised on June 3, 2015.

Welcome to #MRpoints, a website and online service by Marriott International ("#MRpoints", "we", or "us"). This page explains the terms by which you may use the #MRpoints application (the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement"), whether or not you are a registered user of our Service.

We reserve the right to amend this Agreement at any time and without notice. If we do this, we will post the amended Agreement on this page and indicate at the top of the page the date the Agreement was last revised. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

### 1. Use of the #MRpoints Service

#MRpoints is a social media application where you earn Marriott Rewards points for designated actions through your online social profiles.

#### A. Eligibility

This Service is intended solely for Users who are eighteen (18) years of age or older, and any registration, use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement.

#### B. Member Accounts

To use the Service, you will need to register with #MRpoints and create a "Member" account, whether by signing up with an e-mail address, adding the #MRpoints application on a social media site, or as the Service otherwise permits. Your Member account gives you access to the services and functionality that we may

establish and maintain from time to time and in our sole discretion. You may never use another Member's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify #MRpoints immediately of any breach of security or unauthorized use of your account. #MRpoints will not be liable for any losses caused by any unauthorized use of your account. You may control your Member profile and how you interact with the Service by changing the settings in your Settings page. By adding the #MRpoints application or otherwise providing #MRpoints your email address you consent to our using the email address to send you notices about activity on your account as specified in the applicable settings, and to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers.

You acknowledge and agree that you are solely responsible for any mobile carrier charges that may apply to your use of the Service via a mobile device.

### **C. #MRpoints Rules.**

Members may not use the same loyalty program membership account number on more than one #MRpoints account.

### **D. Service Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the #MRpoints servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that #MRpoints grants the operators of public search engines revocable permission to use spiders to copy materials from #MRpoints for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

#MRpoints may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability for any reason, including if in #MRpoints's sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

All aspects of the Service are subject to change or elimination at #MRpoints's sole discretion. #MRpoints reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree

that #MRpoints will not be liable to you for any interruption of the Service, delay or failure to perform. You are solely responsible for your interactions with other #MRpoints Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. #MRpoints shall have no liability for your interactions with other Users, or for any User's action or inaction.

## **2. License Grant**

You retain all your ownership rights in your User Content. By posting any User Content on or through the Service, you expressly grant, and you represent and warrant that you have a right to grant, to #MRpoints a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, solely to provide and promote the #MRpoints Service. This license does not give us the right to sell your photos to any third party. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, personal license to use the Service. #MRpoints reserves all rights not expressly granted herein in the Service and the #MRpoints Content (as defined below). #MRpoints may terminate this license at any time for any reason or no reason.

## **3. Our Proprietary Rights**

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "#MRpoints Content"), and all Intellectual Property Rights related thereto, are the exclusive property of #MRpoints and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the #MRpoints Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place #MRpoints under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, #MRpoints does not waive any rights to use similar or related ideas previously known to #MRpoints, or developed by its employees, or obtained from sources other than you.

## **4. Privacy**

We care about the privacy of our Users. [Click here to view our Privacy Policy](#). By using the Service, you are consenting to have your personal data transferred to and processed in the United States.

## **5. Security**

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **6. Third-Party Links**

The Service may contain links to third-party websites, advertisers, services, contests, special offers, or other events or activities that are not owned or controlled by #MRpoints. #MRpoints has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and #MRpoints's Privacy Policy do not apply to your use of such sites. You expressly relieve #MRpoints from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that #MRpoints shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

## **7. Indemnity**

You agree to defend, indemnify and hold harmless #MRpoints and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

## **8. No Warranty**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, #MRPOINTS, ITS SUBSIDIARIES, SPONSORS, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

#MRPOINTS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE #MRPOINTS SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND #MRPOINTS WILL NOT BE A PARTY TO OR IN ANY

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WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL #MRPOINTS, ITS AFFILIATES, SPONSORS, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL #MRPOINTS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, #MRPOINTS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL #MRPOINTS, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO #MRPOINTS HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF #MRPOINTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. The Service is controlled and operated from its facilities in the United States. #MRpoints makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## **10. Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by #MRpoints without restriction.

## **11. General**

**A. Governing Law.**

You agree that: (i) the Service shall be deemed solely based in the state of Maryland; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over #MRpoints, either specific or general, in jurisdictions other than the state of New York. This Agreement shall be governed by the internal substantive laws of the state of New York, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and #MRpoints that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in New York County, New York, unless submitted to arbitration as set forth in the following paragraph.

**B. Arbitration.**

For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**C. Notification Procedures.**

#MRpoints may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by #MRpoints in our sole discretion. #MRpoints reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.

**D. Entire Agreement/Severability.**

This Agreement, together with any other legal notices and agreements published by #MRpoints via the Service, shall constitute the entire agreement between you and #MRpoints concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

**E. No Waiver.**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and #MRpoints's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Please [contact us](#) with any questions regarding this Agreement.

**12. User Content**

When you post any User Content on or through the Service, you represent and warrant to #MRpoints, Marriott International, Inc. and their respective affiliates that: (a) all User Content posted is accurate; (b) you are the sole

author and owner of the intellectual property rights in the User Content you submit and you shall be fully responsible for such User Content; and (c) you are at least the age of majority in the jurisdiction where you reside.

In addition to the above, you agree and warrant that you will not post any User Content on or through the Service: (i) that you know is false, inaccurate or misleading; (ii) containing the full name (including any username containing a first and last name), email address, physical address, phone number or any other personally identifiable information of any person (including yourself or any Marriott representative); (iii) that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or otherwise violates the rights of any third party; (iv) violating any law, statute, ordinance or regulation; (v) that is, or may reasonably be considered to be, obscene, abusive, threatening indecent, defamatory, libelous, hateful, racially or religiously biased or offensive; (vi) including any information that references other websites, addresses, email addresses, contact information or phone numbers; (vii) for which you were compensated or granted any consideration by any third party; (viii) containing advertisements, "SPAM" or references to other services, products, offers or websites; and i(x) containing any computer viruses, worms or other potentially damaging computer programs or files.

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### **Opt-Out Procedure**

For audit purposes, Marriott will not honor a request to remove the member's information (including his or her prior activity) if he or she has received a reward for using the service. However, Marriott will disable the member's account. For example, Marriott may wish to confirm a social action conducted by the member. As such, Marriott would need to maintain that history in order to assist in such a query. When a member's account has been disabled, he or she will no longer be able to earn points for using the service.

A member may block Marriott's access to his or her social media activity by removing the application from his or her social media account(s). Once removed, Marriott will no longer have access to any of his or her non-public information that exists on the social network; however, any previous data collected will remain in Marriott's system. The application can be removed by visiting the following sites:

- Twitter: <https://twitter.com/settings/applications>
- Instagram: [https://instagram.com/accounts/manage\\_access/](https://instagram.com/accounts/manage_access/)