

HOME WITH IHG OFFER

TERMS AND CONDITIONS

The Home with IHG Offer ("Offer") is sponsored by Six Continents Hotels, Inc. ("Sponsor"), 3 Ravinia Drive, Suite 100, Atlanta, GA USA 30346 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. OFFER TIMING:** The Offer begins at 12:00 PM United States Eastern Time ("ET") on November 28, 2018 and ends at 11:59:59 PM ET on December 30, 2018 or when Offer Items (defined below) are exhausted, whichever occurs first ("Offer Period"). Must claim Offer Items by 11:59:59 PM ET on December 31, 2018. Administrator's computer is the Offer official clock. Please see world clock for time zone conversion information.
- 2. ELIGIBILITY:** This Offer is offered only to legal residents of Australia, Canada, France, Germany, India, Japan, Mexico, Spain, the United Kingdom, and the fifty (50) United States and the District of Columbia who are eighteen (18) years or older. **A participant must be an IHG Rewards Club member and must have a valid Twitter or Instagram account and be logged in to his/her account to participate in the Offer.** If a participant is not an IHG Rewards Club member, he/she may join, at no cost, at <https://www.ihg.com/rewardsclub/content/us/en/home>. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, and companies involved in the implementation and execution of the Offer ("Offer Entities") and each of their respective 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. Void where prohibited or restricted by law. All applicable federal, state, provincial, territorial, and local laws and regulations apply.
- 3. OFFER DETAILS:** To participate in the Offer, a participant may log in to his/her Twitter® or Instagram® account and post a Tweet/Instagram post that includes a photo of himself/herself at home or at an IHG hotel with the hashtags "#HomeWithIHG", "#RewardsOffer", and "#ad" and the handle "@ihgrewardsclub" ("Submission"). NOTE: A participant must follow @ihgrewardsclub and have a non-private Twitter/Instagram account to participate and maintain such non-private account for at least thirty (30) days after the Offer Period ends to be eligible. Due to the way Twitter/Instagram operate their services, Sponsor may not receive Submissions 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 Offer is in no way sponsored, endorsed, or administered by, or associated with, Twitter or Instagram.

Submission Requirements: All Submissions must comply with the following restrictions:

- Must comply with any terms of service and privacy policy set forth by the social media platform used to submit the Submission;
- Must not include any identifiable person other than the participant without that person's permission;

- 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 Offer 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 Submission is created.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Terms and Conditions, Sponsor and Administrator reserve the right to disqualify the participant.

The participant, or the person who took the photograph in the Submission, waives all moral rights in and to the Submission. If the photograph was not taken by the participant, by posting a Submission the participant represents and warrants that he/she has secured all necessary rights, title, interest, and waivers to grant the rights to Sponsor contemplated in these Terms and Conditions. By posting a Submission, a participant agrees that his/her Submission is gratuitous and made without restriction, and will not place Sponsor under any obligation and that Sponsor is free to disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas in connection with the present Offer without any additional compensation to the participant. Participant acknowledges that, by acceptance of his/her Submission, 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 Submission on any websites associated with the Offer, including Sponsor's social media channels. By posting a Submission and accepting these Terms and Conditions, a participant hereby agrees to be bound by these Terms and Conditions. To the extent permitted by the mandatory provisions of the applicable law, posting a Submission constitutes participant's consent to give Sponsor a royalty-free, nonexclusive license to use, reproduce, modify, publish, or create derivative works from and display the Submission 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, for promotional or marketing purposes associated with the Offer and/or the IHG Rewards Club, and that Sponsor may use participant's name and likeness in connection with the uses described herein. Participant consents to the Sponsor doing (or omitting to do) any acts in respect of the Submission which may otherwise constitute an infringement of the participant's moral rights. 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 Submission. This license expressly includes a right (but not the obligation) for Sponsor to modify Submissions to remove any third party intellectual property or to remove Submissions in their entirety.

Claiming an Offer Item and Offer Item Details: Beginning approximately fifteen (15) minutes following the posting of a valid Submission, a participant must visit ihgrewardsclub.com/claimmypoints ("Website") and follow the instructions at the Website to sign in with the social media account used to post his/her Submission and provide his/her first and last name (no initials), email address, IHG Rewards Club number, country of residence, and confirmation that he/she is at least eighteen (18) years of age and agrees to Sponsor's privacy policy (see Section 6 below) and to be bound by these Terms and Conditions. Following submission of all required information and verification by Sponsor and/or Administrator, a participant will receive five thousand (5,000) IHG Rewards Club points added to his/her IHG Rewards Club account ("Offer Item"). **Note: the system will take approximately fifteen (15) minutes to process a participant's Submission, so a participant should wait at least fifteen (15) minutes before visiting the Website to claim an Offer Item. A participant must click the link and claim the Offer Item by 11:59:59 PM ET on December 31, 2018 and while supplies last.** Please allow up to two (2) weeks to receive Offer Item points in an IHG Rewards Club account. The approximate retail value of an Offer Item is 22 USD. The value associated with this Offer Item is an approximation based on an average of multiple redemption opportunities within the IHG Rewards Club program. IHG® Rewards Club points are not redeemable for cash or any other form of credit and have no value until presented for redemption in accordance with the terms and conditions of the IHG Rewards Club program. Points have no fixed or ascertainable cash value. All mile earners will receive the miles equivalent to the points in accordance with the IHG Rewards Membership Terms and Conditions. **Offer Items are available only while supplies last. No more than ten thousand (10,000) Offer Items will be available in the Offer.** Limit one (1) Offer Item per participant.

In no event will more Offer Items than are stated in these Terms and Conditions be given away. No Offer Item substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of force majeure. The Offer Entities shall not be held responsible for any delays in providing an Offer Item for any reason. If a potential recipient is found to be ineligible, is not in compliance with these Terms and Conditions, declines to accept an Offer Item, or any recipient notification is returned as undeliverable, the Offer Item may be forfeited. If an Offer Item is forfeited for any reason, it may be given to an alternate potential recipient, at the Sponsor's sole and absolute discretion. If, after a good-faith attempt, Sponsor is unable to provide or deliver an Offer Item, the Offer Item may not be given away. Offer Items are not transferable. Any portion of an Offer Item not accepted by recipient will be forfeited. Each recipient shall be solely responsible for payment of any and all applicable federal, state, provincial, territorial, and local taxes for an Offer Item. All other costs and expenses not expressly set forth herein shall be solely a recipient's responsibility. This Offer is subject to standard IHG Rewards Club Membership Terms and Conditions, which can be obtained by visiting www.ihgrewardsclub.com. IHG reserves the right to remove a member's eligibility if fraudulent use of the Offer is detected.

- 4. LIMITATION OF LIABILITY:** Nothing in these Terms and Conditions limits, excludes, or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, and subject to

the limitations for residents of the United Kingdom set forth below, and excluding German residents, by participating in the Offer, a participant agrees that the Offer 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 email/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 Offer; (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 Offer and/or accepting an Offer Item; and (viii) communications that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Terms and Conditions. Further, the Offer Entities are not responsible for any undelivered messages or emails, including without limitation, emails that are not received because of a recipient's privacy or spam filter settings that may divert any recipient notification or other Offer related email to a spam or junk folder.

By participating in the Offer, except those who are residing in Germany and where prohibited by applicable law, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to the extent permitted by the applicable law, to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; 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 Offer, including, but not limited to, any Offer-related activity or element thereof; (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 an Offer Item (or any component thereof); (d) any change in the Offer Items (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 Offer Items (or any element thereof); or (h) the negligence or willful misconduct by participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer, including the selection of recipients in a manner it deems fair

and reasonable, termination, modification, or suspension without any further obligation. If Sponsor, in its discretion, elects to alter this Offer as a result of a Force Majeure event, a notice will be posted at the redemption portal.

WITHOUT LIMITING THE FOREGOING AND EXCEPT FOR WARRANTIES RELATING TO NON-EXCLUDABLE GUARANTEES APPLICABLE TO AUSTRALIAN PARTICIPANTS, EVERYTHING REGARDING THIS OFFER, INCLUDING THE OFFER ITEMS, 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. **FOR PARTICIPANTS FROM INDIA:** THE RELEASE DOES NOT APPLY TO PERSONAL INJURIES, DEATH, DAMAGES, OR LOSSES CAUSED BY RELEASED PARTIES' INTENTIONAL OR GROSS NEGLIGENCE, OR FRAUDULENT REPRESENTATION.

Applies to participants residing in Germany only: Sponsor will be liable for any culpable breach of essential contractual obligations. Essential contractual obligations are contractual obligations that need to be fulfilled to permit proper execution of these Terms and Conditions and that may regularly be relied upon by the participant. Sponsor's liability will otherwise be limited to gross negligence and willful misconduct. In the event of any liability on the part of Sponsor due to a slightly negligent breach of essential contractual obligations or slightly negligent misconduct on the part of simple vicarious agents, such as the Administrator, the Sponsor's and the Administrator's respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents), Sponsor's liability will be limited to typically foreseeable damages. The above limitations of liability will not affect any mandatory statutory liability, in particular Sponsor's liability in connection with the loss of life, bodily injury, or illness.

Applies to participants residing in the United Kingdom only: NOTWITHSTANDING THIS SECTION 4 (LIMITATION OF LIABILITY), NOTHING IN THESE TERMS AND CONDITIONS SHALL BE CONSTRUED TO LIMIT OR EXCLUDE ANY LIABILITY OF THE SPONSOR AND THE OFFER ENTITIES FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY THE SPONSOR OR OFFER ENTITIES' NEGLIGENCE. No term of these Terms and Conditions shall be enforceable by any person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise, unless such party is an Offer Entity.

- 5. DISPUTES:** To the extent permitted by the mandatory provisions of the applicable law, this Offer is governed by, and will be construed in accordance with, the laws of the state of Michigan. For participants residing in the European Union the above choice of law may not result in depriving the participants of the protection under mandatory statutory provisions that cannot be waived under the law which would have been applicable in the absence of this choice of law. FOR PARTICIPANTS NOT RESIDING IN THE EUROPEAN UNION, 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 JAMS in accordance with its arbitration rules and procedures or subsequent versions thereof ("JAMS Rules"). The JAMS 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 Offer 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.

FOR PARTICIPANTS RESIDING IN THE UNITED KINGDOM: Notwithstanding this Section 5 (Disputes) above, the Offer and these Terms and Conditions are governed by English law and all participants agree to submit to the exclusive jurisdiction of the courts of England and Wales. To the extent permitted by law, any claims or disputes relating to the Offer or these Terms and Conditions must be brought within one (1) year of the time the cause of action occurred.

- 6. PRIVACY POLICY:** Sponsor's privacy policy is available at https://www.ihg.com/content/us/en/customer-care/privacy_statement. Sponsor collects personal information in order to conduct the Offer and may, for this purpose, disclose such information to third parties located overseas in the United States, including, but not limited to, prize suppliers and for any purpose required by any other regulatory authority. Participation is conditional on providing this information. Unless otherwise advised, Sponsor may also use the information for promotional, marketing and publicity purposes. Sponsor's privacy policy contains information about how to access, correct or update your personal information, how to make a complaint about a potential breach of privacy and how Sponsor will deal with such a complaint.

Data Protection Notice

- **Data Controller.** Six Continents Hotels, Inc. ("Sponsor"), 3 Ravinia Drive, Suite 100, Atlanta, GA 30346, phone 1-770-604-8347, email: privacyoffice@ihg.com ("IHG"). You can contact IHG's data protection officer at privacyoffice@ihg.com.
- **Legal basis for processing of personal data.** To the extent your personal data is processed for the purposes of carrying out the present IHG Offer, such processing is "necessary for the performance of a contract" in the meaning of Article 6(1)(b) of the European General Data Protection Regulation 679/2016 ("GDPR").
- **Categories of recipients of your personal data:** IHG affiliates.
- **Period for which your personal data will be stored:** Your personal data will be stored only as long as needed for the relevant purpose.
- **Your rights:** You may have the right of access to your personal data, the right to rectification of your personal data, the right to erasure of your personal data, the right to restriction of processing of your personal data, the right to data portability and the right to lodge a complaint with a supervisory authority.
- For more information on how IHG processes your personal data, please visit our Privacy Statement, which is available at https://www.ihg.com/content/us/en/customer-care/privacy_statement.
- **For French Residents:** Participants also have a right to lodge a complaint before the supervisory authority having jurisdiction, i.e., the *Commission Nationale de l'Informatique et des Libertés* (www.cnil.fr).
- **For Canadian Residents:** Personal information may be stored on servers in the United States and therefore may be subject to the laws of the USA and other authorities and jurisdictions.

7. **PUBLICITY RIGHTS:** To the extent permitted by the mandatory provisions of the applicable law, by participating in the Offer and/or accepting an Offer Item, each participant agrees to allow Sponsor the right to use for a period of two (2) years from the date of the participant's Submission, his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for trade, commercial, advertising and publicity purposes associated with this Offer and/or the IHG Rewards Club, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review, or approval and without additional compensation except where prohibited by law. By participating in the Offer, the participant waives any and all moral rights and rights of a similar nature in and to his/her Submission.
8. **GENERAL:** This Offer is subject to all federal, state, provincial, territorial, and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification, and if such person is selected as a potential recipient, revocation of his/her Offer Item. If it is discovered or suspected that a person has attempted to receive multiple Offer Items using multiple telephone numbers, email addresses, identities, IP addresses, Twitter and/or Instagram accounts or use of proxy servers or like methods, that person will not be provided any Offer Item that he/she might have been entitled to receive and such Offer Item may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER 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.** In the event of a dispute as to the identity of a recipient, the recipient will be the primary account holder of the email account associated with recipient's IHG® Rewards Club account. Potential recipients may be required to show proof of being the primary account holder. The "primary account holder" is the natural person listed as the primary owner of the email account. If any provision of these Terms and Conditions 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 Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or any Offer Item documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any other materials, the details of the Offer as set forth in these Terms and Conditions shall prevail.