

# IHG OWNERS

## ASSOCIATION

### SIX WEEKS OF WINNING GIVEAWAY OFFICIAL RULES NO PURCHASE NECESSARY TO ENTER

- OFFICIAL RULES AND ELIGIBILITY:** These Official Rules govern all offers and awards under the “Six Weeks of Winning Giveaway” for IHG® One Rewards points (the “Promotion”). The Promotion is available exclusively for IHG Owners Association members (“Members”) and additional cardholders of the IHG Owners Association who are (i) legal residents of the fifty (50) United States (excluding, without limitation, New York and Rhode Island); (ii) who are 18 years of age or older at time of entry; and (iii) who either register on the Website or provide a printed entry form in accordance with Section 1 above. VOID WHERE PROHIBITED BY LAW. Employees of Sponsor and of IHG, their respective parent companies, affiliates and subsidiaries, participating advertising and promotion agencies (and members of their immediate families and/or those living in the same household of each) are not eligible. Each person meeting the rules in this Section who applies as described in Section 2 below is called an “Entrant” in these Official Rules.
- HOW TO ENTER:** Members may enter the Promotion (on behalf of themselves and any additional cardholders on their account) sponsored by the IHG Owners Association, Inc. (“Sponsor”) by either (i) renewing membership at [owners.org/join](https://www.ihgowners.com/owners.org/join) (a “Renewal Entry”); or (ii) by including their name, address, email address, IHG One Rewards membership number and phone number on a 3x5 card and mailing the same to IHG Owners Association, Three Ravinia Drive, Suite 100, Atlanta, Georgia 30346 (a “Mail Entry”) during the Giveaway Time Period (defined below). For the purposes of Promotion eligibility, the date of each Mail Entry shall be the date received by the Sponsor. No method of entry other than as described in this Section 2 will be accepted. Only one entry form of any type is permitted per Entrant in the Giveaway. Normal internet access and usage charges imposed by an Entrant’s online service provider may apply. All entry information becomes the property of the Sponsor. No purchase, offer or sale transaction is necessary to enter. A purchase, offer or sale transaction on the Sponsor’s website or elsewhere will not increase chances of winning.

**TIMING AND PROCESS OF GIVEAWAY:** The table below sets forth the periods of time each phase of the Promotion will run (each, a “Giveaway Time Period”), the number of IHG One Rewards points (each, a “Points Award”) to be awarded in each Giveaway Time Period, and the number of Points Awards to be awarded at the end of each Giveaway Time Period:

<u>Giveaway Time Period</u>	<u>IHG One Rewards Points Award</u>	<u>Number of Awards</u>
October 11 – October 17, 2022	100,000	2
October 18 – October 24, 2022	100,000	2
October 25 – October 31, 2022	80,000	2
November 1 – November 7, 2022	70,000	2
November 8 – November 14, 2022	50,000	2
November 15 – November 21, 2022	200,000	1

Each day in the Giveaway Time Period shall be considered to be the time between 12:00 am Eastern Time and 11:59 pm Eastern Time. A total of eleven (11) Points Awards will be awarded, each at the end of each of

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the six Giveaway Time Periods and in the amounts listed above. On the day after the last day in each Giveaway Time Period listed above, two entries will be drawn randomly from among the Entrants from the then-completed Giveaway Time Period, except that for the last Giveaway Time Period, one entry will be drawn randomly to receive the grand prize Points Award. In each case, where the drawn entry appears to have met the terms set forth in these Giveaway Official Rules, the applicable Entrant will be contacted by email. Where a winning Entrant either does not respond within a reasonable time, or eligibility under these Giveaway Official Rules cannot be verified within a reasonable time (not to exceed one (1) week from contact), the Sponsor may select an alternate winner using the same process outlined herein, until an eligible and compliant winner has been found.

3. **ELIGIBILITY:** Renewal Entries are only eligible where membership renewal is successfully processed. Each winner of a Points Award is required to abide by the conditions of eligibility detailed herein and shall submit to the Sponsor a completed Statement of Eligibility and Liability and Publicity Release, along with any other documents reasonably required by Sponsor to demonstrate eligibility, as a condition of receiving a Points Award. Failure to abide by those conditions of eligibility may result in the award of the Points Award to an alternate Entrant, at the Sponsor's reasonable discretion. By entering this Giveaway, Entrants agree to these Giveaway Official Rules, and to the decisions of the Sponsor, which are final and binding in all respects. Winners of a Points Award are not eligible to enter the Giveaway for additional Points Awards. **THIS OFFER IS VOID WHERE PROHIBITED BY LAW AND SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS OF ALL APPLICABLE JURISDICTIONS (WHETHER FEDERAL, PROVINCIAL, STATE OR LOCAL).**

THE SPONSOR'S DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY POINTS AWARD UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

4. **ODDS OF WINNING:** Odds of winning any Points Award are dependent upon the total eligible entries received during the applicable Time Period for that drawing.
5. **POINTS AWARDS AND APPROXIMATE RETAIL VALUE:** The Points Awards are four (4) awards of 100,000 points (each worth \$475.00), two (2) awards of 80,000 points (each worth \$380.00), two (2) awards of 70,000 points (each worth \$332.50), two (2) awards of 50,000 points (each worth \$237.50), and one (1) award of 200,000 points (worth \$950.00), respectively. Points Awards can be used for redemption opportunities towards Stays, merchandise and other redemption opportunities under the terms of [IHG One Rewards Membership Terms and Conditions](#). A Stay is defined as per IHG One Rewards Membership Terms and Conditions as one night or consecutive nights at the same hotel, regardless of frequency of check-in/out ("Stay"). A Stay constitutes a "Qualifying Stay" when member pays qualifying rates, which include most business and leisure rates at Atwell Suites™, avid® Hotels, Candlewood Suites®, Crowne Plaza® Hotels & Resorts, EVEN® Hotels, Holiday Inn® Hotels & Resorts, Holiday Inn Express®, Hotel Indigo®, HUALUXE®, InterContinental® Hotels and Resorts, Kimpton® Hotels & Resorts, Regent® Hotels & Resorts, Six Senses Hotels Resorts Spas, Staybridge Suites®, Vignette™, voco™ worldwide. Bonus points are not issued for Non-Qualifying Room Rates or Non-Qualifying Stays. "Non-Qualifying Room Rates" or "Non-Qualifying Stay" include the following: net wholesale individual and group rate, certain package rates, employee discount rate, friends and family rate, crew rate, special discounted contract rates, seasonal worker/crew rate, 50% travel club discount rate, travel industry discount rate, distressed passenger rate, IHG One Rewards Reward Nights/Airline Hotel Reward rate,

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rates booked through third-party web sites, complimentary hotel Stays and any other rates not defined as a Qualifying Room Rate at IHG®'s sole discretion.

Each Points Award is awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by the Sponsor, InterContinental Hotels Group® or any other person, or for which these parties shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Each Points Award is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. All expenses not listed above are the responsibility of each respective Entrant. ALL TAXES ARE THE SOLE RESPONSIBILITY OF EACH RESPECTIVE ENTRANT.

6. **REQUIRED RELEASES AND DOCUMENTATION:** The winner must sign and return an Affidavit of Eligibility, a liability release, including a release of the Sponsor, and their respective past and present partners, limited partners, parents, subsidiaries, affiliated entities, owners, entity owners (and the current and former officers, directors, shareholders, partners, members, limited partners, assigns and employees of any owners or entity owners), officers, directors, shareholders, members, contractors, successors, assigns and insurers (collectively, "Related Parties") and, where legally permissible, a publicity release within seven (7) days following the date of first attempted notification. The winner must also sign and return tax-related documentation and other documentation as required by the Sponsor at its sole discretion within the same deadline described above. Failure to comply with the above requirements may, at the Sponsor's sole and absolute discretion, result in forfeiture of a Points Award and selection of an alternate prize winner. Any failure to comply with the requirements of this section may result in disqualification at the Sponsor's sole and absolute discretion.
7. **PUBLICITY; INTELLECTUAL PROPERTY:** Acceptance of a Points Award constitutes permission for the Sponsor and its agencies to use winner's name, likeness, biography, voice, hometown and state, along with any and all photographs, videos, opinions, and statements of winner ("Winner Media") for advertising and promotional purposes in any media whatsoever (including the Sponsor's website and the internet) without additional compensation, unless prohibited by law.
8. **WAIVER AND INDEMNITY:** By entering the Giveaway and/or accepting any prize, all Entrants expressly agree to forever defend, indemnify, hold harmless, waive, release, discharge, and covenant not to sue the Sponsor or any Related Parties for and from any and all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions and causes of action whatsoever, of every nature, character and description, including reasonable attorneys' fees and disbursements (collectively, "Claims"), known and unknown, including, but not limited to, all those arising out of or in any way related to the Giveaway; these Giveaway Official Rules; the Entrant's entry; the negligence of the Sponsor or the Related Parties; the marketing or use of any entry information by the Sponsor or IHG in accordance with these Giveaway Official Rules, the acceptance, possession, misuse or use of any Points Award; or any participation in the Giveaway.
9. **CALIFORNIA CIVIL CODE REPRESENTATION:** By participating in the Giveaway, the Entrant represents and warrants that he or she owns and/or has the authority to release the Claims stated herein expressly agrees to waive the provisions of Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

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10. **TYPOGRAPHICAL AND OTHER ERRORS:** Illegible, incomplete, printed by machine or otherwise mechanically reproduced entries will not be accepted. Neither the Sponsor nor the Related Parties are responsible for any lost, delayed, mutilated, damaged, illegible, incomplete, postage due or misdirected entries, for any computer, internet or technical malfunction, or for any typographical or other error in the printing of the offer, administration of the Giveaway, announcement of any prize winner or later use of the Winner Media in the Sponsor's advertising.
11. **GENERAL CONDITIONS.** The Sponsor reserves the right to require Entrants to complete, execute and deliver to the Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by the Sponsor, or the Entrant may be disqualified. The Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion if, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with the entry website, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond the Sponsor's reasonable control corrupt or affect the administration, security, integrity or proper conduct of the Promotion. The Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws, and, should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.
12. **GOVERNING LAW:** Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Entrant and the Sponsor, and the Promotion shall be construed and governed by the laws of the State of Georgia, without regard to conflicts of law. All suits or claims brought in connection with the Promotion must be brought in a state or federal court sitting in Fulton County, Georgia.
13. **WINNER'S LIST:** For the name of the winners, available after December 15, 2022, write your name and complete address on a 3"x5" card and mail in a self-addressed, first-class stamped envelope to Winner Inquiry – Six Weeks of Winning, IHG Owners Association, Three Ravinia Drive, Suite 100, Atlanta, Georgia 30346. Requests must be received within thirty (30) days of the end of the Giveaway Time Period.
14. **SPONSOR:** IHG Owners Association, Inc., Three Ravinia Drive, Suite 100, Atlanta, Georgia 30346.