The Choice Hotels 2019 ABC Scavenger Hunt Promotion Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, AND CANADA (EXCLUDING QUEBEC). VOID WHERE PROHIBITED BY LAW.

1. Eligibility: To be eligible for the "The Choice Hotels 2019 ABC Scavenger Hunt Promotion" ("Promotion"), as of the start of the Promotion Period (defined below), participants must (i) be legal residents of the fifty (50) United States, the District of Columbia or Canada (excluding Quebec); (ii) have reached the age of majority in their jurisdiction of residence and be at least eighteen (18) years old; (iii) be an employee/agent of ABC member agencies; (iv) have a valid Choice Privileges membership account; and (v) have Internet and computer access prior to the Promotion Period (defined below).

Employees of Choice Hotels International Services, Corp., Choice Hotels International, Inc., and their parent and affiliate companies as well as franchisees of the foregoing companies, the immediate family (spouse, parents, siblings and children) and household members of each such employee or franchisee are not eligible. Winning the prize is contingent upon fulfilling all requirements set forth herein. The Promotion is open only to legal residents of the 50 United States, the District of Columbia, and Canada, except Quebec, who are employee/agent of ABC member agencies. Void where prohibited by law. Participation constitutes participant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. The Promotion is subject to all federal, state and local laws.

- **2. Sponsor**: Choice Hotels International Services Corp., 1 Choice Hotels Circle, Rockville, MD 20850 ("Sponsor").
- **3. Timing**: The Promotion begins on July 15, 2019 at 12:00:00 a.m. Eastern Time ("ET") and ends on August 14, 2019 at 11:59:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time- keeping device for the Promotion. *Participants are responsible for determining the correct beginning and ending times of the Promotion Period in their respective time zones.*
- **4. How to Enter:** At the beginning of the Promotion Period, Sponsor or its designee will email a link to a brief Cambria Hotels "scavenger hunt" quiz to all eligible participants. Participants must follow the link to review the scavenger hunt and take the quiz. All participants who correctly answer all 4 questions will be entered for a chance to win the "Grand Prizes" (defined below). Participants can retake the quiz if they do not answer all questions correctly the first time.

All information submitted by participants is subject to and will be treated in a manner consistent with the Sponsor's Privacy Policy accessible at http://www.choicehotels.com/en/privacypolicy. By participating in the Promotion, participants hereby agree that Sponsor may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted Sponsor's Privacy Policy. All information submitted by participants is being provided to Sponsor.

There is a limit of one (1) entry per person. Entries received from any person or email address in excess of the stated limit will be void. If it is suspected that a participant submits more than one (1) entry, only one (1) entry will be considered. In the event of a dispute over who submitted a winning online entry, the "authorized account subscriber" of the email address of the applicable Internet service provider or other organization (such as business or educational institution) that has assigned the e-mail addresses for the domain associated with the submitted e-mail address used to participate in the Promotion at the actual time of entry, will be deemed to be the participant. In the event a winning account selected is a joint account, a total of one (1) prize will be awarded in the name of the first-named account holder. Proof to Sponsor's satisfaction of being the authorized account subscriber may be required by Sponsor.

All entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries." All entries become the sole and exclusive property of Sponsor. Entries will not be returned and receipt of entry will not be acknowledged. Proof of entry will not be deemed to be proof of receipt of entry by Sponsor.

5. Grand Prize Winner Selection and Notification: Sponsor will randomly select three (3) potential Grand Prize winners from all Eligible Entries received during the Promotion Period, on or around September 14, 2019. Each eligible participant is only eligible to receive one (1) Grand Prize. The p otential winners will be notified by email on or around September 14, 2019. Failure to respond to the contact within twenty-four (24) hours or failure to accept a prize may result in the selection of an alternate potential winner. The Grand Prize will be fulfilled within 30 days after end of Promotion Period.

Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential Grand Prize winner is disqualified for any reason, Sponsor will award the applicable Prize to an alternate winner by random drawing from among all remaining Eligible Entries. Eligible Entries must meet the criteria set forth in these Official Rules. If no Eligible Entries are received during the Promotion Period, then no Prize will be awarded.

Except where prohibited by law, potential winners may be required to complete an Affidavit of Eligibility and Liability and Publicity Release ("Affidavit") in accordance with the instructions listed in the prize notification correspondence. If potential winner fails to provide the Affidavit within the required period of time, Sponsor may, in its sole discretion, disqualify potential winner and select an alternate potential winner. Non-compliance with these Official Rules, failure to return all required documentation by the stated deadline or Sponsor's inability to contact a potential winner, as determined in Sponsor's sole discretion, may result in disqualification. Sponsor's decisions are final and binding in all matters related to the Promotion.

<u>For Canadian Resident Winners</u>: Canadian resident winners will be required to correctly answer a time-limited, skill-testing question without any assistance in order to be eligible to receive a prize. If the potential winner is a Canadian resident and answers the question incorrectly, he or she will forfeit the prize.

- **6. Grand Prizes:** Three (3) potential Grand Prize winners will each be eligible to receive one (1) of the prizes listed below, as awarded by Sponsor in Sponsor's sole discretion.
 - Grand Prize One: Two (2) potential winners will receive a one (1) night stay at any Cambria Hotels property. The prize will be dispensed in the form of 30,000 Choice Privileges points, which

is sufficient to redeem for a 1-night hotel stay at the highest redemption level of 30,000 points per night. Approximate Retail Value ("ARV") of the Prize: US \$114.00. Prizes will be awarded via email during the month of September 2019. **Travel not included.**

• Grand Prize Two: One (1) potential winner will receive a two (2) night stay at any Cambria Hotels property. The prize will be dispensed in the form of 60,000 Choice Privileges points, which is su fficient to redeem for a 2-night hotel stay at the highest redemption level of 30,000 points per night. Retail Value ("ARV") of the Grand Prize: US \$228.00. Prizes will be awarded via email during the month of September 2019. **Travel not included.**

The total ARV of all Grand Prizes awarded is: US \$456.00. Actual retail value may vary and the difference between actual value and ARV will not be awarded. The odds of winning the Grand Prize depend on the number of Eligible Entries received. Sponsor reserves the right to not seek an alternate potential Grand Prize winner in the event that the individual originally selected is disqualified, at Sponsor's sole discretion. The Grand Prize may not be substituted and is neither transferable nor redeemable for cash. Sponsor reserves the right to substitute a Grand Prize of equal or greater value. The Grand Prize winner is responsible for all federal, state, and local taxes associated with the Grand Prize. The Grand Prize winner is solely responsible for all fees and expenses including, but not limited to taxes, fees, meals, gratuities, insurance, incidentals, and transportation, if any, arising out of, or resulting from, acceptance or use of the Grand Prize. Actual prize may differ from promotional images. Odds of winning the Grand Prize depend on the total number of Eligible Entries received.

7. Prize Terms: Grand Prize winners must have a valid Choice Privileges account prior to acceptance of any Grand Prize. Travel not included. Prize winner will be solely responsible for booking travel and for any fees in excess of the prize awarded. Winner must comply with any applicable hotel check-in requirements, such as presentation of a major credit card. Room taxes and other hotel fees may not be included and if applicable may be payable at the time of check-out by the winner or guest. All expenses and incidental travel costs, which may include, but not be limited to, transportation, gratuities, incidentals, surcharges, service charges or facility charges, personal charges at lodging, taxes or other expenses not specifically stated as being included in the prize are the sole responsibility of the winner, unless otherwise agreed to in writing by Sponsor. All Grand Prizes are subject to the terms of Choice Privileges membership.

In the event the winner engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that may annoy, abuse, threaten or harass any person, Sponsor reserves the right to terminate the stay early, in whole or in part, and send the winner home with no further compensation. The restrictions and conditions stated herein are not all-inclusive and may be subject to additional restrictions and conditions, which may be stated in any correspondence with Sponsor or other travel documents.

8. Consent and Release: By receipt of any prize, winner agrees to release and hold harmless the Sponsor, and any party associated with the development or administration of this Promotion, and their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Released Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs including but not limited to travel expenses, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Promotion and acceptance of any

prize constitutes and signifies each participant's agreement and consent that Sponsor and its designees or authorized representatives may use his/her name, city, state, likeness, biographical data and contact, entry and/or prize information for editorial, advertising, marketing, publicity, and administrative 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, (ii) acceptance of a prize constitutes a release by any winner of the Released Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and comply with all other provisions of these Official Rules.

- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners by random drawing from among all non-suspect, Eligible Entries received up to time of such action. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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. All interpretations of these Official Rules and decisions by Sponsor are final.
- 10. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Promotion, the announcement of the prizes or in any Promotionrelated materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s)as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used. RELEASED ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, IN REGARD TO THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD

SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 11. Disputes: Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion, these Official Rules, or any prize awarded shall be submitted to JAMS for binding arbitration under its rules then in effect in the Maryland metropolitan area, on an individual basis without resort to any form of class action, and determined by one arbitrator to be mutually agreed upon by both parties, with the parties agreeing to share equally in (2) any and all claims, judgments and awards shall be limited to actual out-ofthe arbitration costs; pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant 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 participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.
- **12. Participant's Personal Information:** All participant information, including e-mail addresses and content, is subject to the Privacy Policy of the Sponsor located at http://www.choicehotels.com/en/privacypolicy.
- **13. Winners List:** For a Winners List and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Choice Hotels 2019 ABC Scavenger Hunt Promotion," ATTN: Marketing, Choice Hotels, One Choice Hotels Circle, Suite 400, Rockville, MD 20850. Winners List requests mu st be received by August 14, 2019. VT residents may exclude return postage. No mechanically reproduced or photocopied requests allowed. **You cannot enter the Promotion using this address. Entries mailed to this address will be discarded.**
- © 2019 Choice Hotels International, Inc. All rights reserved. Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Terms and Conditions or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion. You are providing your information to the Sponsor and the information you provide will only be used in accordance with the terms and conditions of this Promotion.