

Official Rules
KIMPTON ALTON STAYCATION GIVEAWAY

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE CONTINENTAL UNITED STATES AT THE TIME OF ENTRY.

1. **Sweepstakes Period:** The Kimpton Alton Staycation Giveaway Sweepstakes ("Sweepstakes") will begin 5:00:00 p.m. Pacific Daylight Time ("PDT") on October 4, 2021 and will end at 5:00:00 PM PDT on October 17, 2021 ("Sweepstakes Period").
2. **Eligibility:** The Sweepstakes is open to all legal residents of the 48 continental United States or the District of Columbia, except residents of Rhode Island (who are not eligible to participate) who are 18 years of age or the minimum age of majority in their state of residence, whichever is older, at the time of entry. Employees, officers and directors of Kimpton Hotel & Restaurant Group, LLC ("Kimpton" or "Sponsor") and its various hotels, restaurants, parent companies, subsidiaries and/or affiliates (collectively "Kimpton Parties"), and their immediate families (parents, children, siblings, spouses) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter or win. The Sweepstakes is void in the state of Rhode Island, outside of the 48 continental United States, and where prohibited by law, regulation, statute or other appropriate authority, and is subject to all applicable federal, state and local laws.
3. **Prize:** One (1) Kimpton Gift Certificate good for a weekend stay (3 PM PT on Friday through 11 AM PT on Sunday) for winner and one (1) guest at the Kimpton Alton Hotel Fisherman's Warf at 2700 Jones St., San Francisco, CA 94133 in a one (1) bedroom suite (as determined in Sponsor's sole and absolute discretion), valet parking for one (1) car, resort fees (maximum of \$35.00 per day, Friday - Sunday), one (1) \$100 F&B credit for Abaca Restaurant, one (1) \$50.00 gift card to Black Girl's Green House, and one (1) Alton Custom Tote with Vipada custom jewelry piece. Kimpton Gift Certificate must be redeemed and stay must be completed no more than one (1) year after date of issuance. Prize does not include travel to or from Kimpton Alton Hotel Fisherman's Warf or San Francisco, CA. Any other fees, including meals, gratuities, luggage fees, incidentals, and any other travel-related expenses not expressly set forth in these Official Rules are at prize winner's sole cost and expense. Actual value of trip may vary based on date(s) of weekend stay. Any difference between stated approximate retail value and actual value of prize will not be awarded. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Certain restrictions and blackout dates may apply. Selection of hotel room is solely within Sponsor's discretion. A minor may accompany winner as a travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during weekend stay by minor's parent or legal guardian. Additional prize award details and travel information to be provided to the prize winner at the time of notification. Prize winner and guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Weekend stay is not valid for upgrades or rewards points.

Total estimated retail value for prize: USD \$1,500.00.

4. **Prize Restrictions:** Prize is non-transferable and no cash redemption or substitution is permitted. In the case of unavailability of prize, Sponsor reserves the right to substitute a prize of equal or greater value. Gift cards subject to terms and conditions set by issuer. Gift cards may not be used for alcohol and must be used during weekend stay.
5. **How to Participate:** During the Sweepstakes Period, eligible individuals must scan the QR code located on Sponsor's posters advertising the Sweepstakes or visit [\[URL\]](#) ("Website") and complete the Sweepstakes entry form on the Website. Entrants must have a valid e-mail address. By completing the foregoing instructions, including providing all of the information requested in the entry form, and pressing "submit," each entrant will receive one (1) entry into the Sweepstakes. LIMIT: one (1) entry per person.
6. **Winner Selection:** On or about October 18, 2021, one (1) winner will be randomly chosen by Sponsor from among all eligible entries received during the Sweepstakes Period. Potential winner will be notified via email provided in the entry form on or about October 18, 2021. Potential winner is subject to verification, including verification of age. If the potential winner fails to respond to Sponsor's notification within 48 hours of dissemination of Sponsor's notification, is ineligible, if prize notification or any prize is returned as undeliverable, or is disqualified, an alternate winner may be selected in Sponsor's discretion. Winner may be required to complete, sign, and return an affidavit of eligibility and/or a release of liability as a condition of receiving any prize. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.
7. **Odds:** Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.
8. **Grant of Rights:** Except where prohibited, by participating in the Sweepstakes and regardless of whether you are a winner, you grant Kimpton its subsidiaries, affiliates, and licensees an exclusive, irrevocable license to use, alter adapt, publish, distribute, copy, exhibit, display, market, promote, advertise, publicize and otherwise exploit your name, signature, likeness, photograph(s), as well as additional photographs, video footage or other images that Kimpton may take of you if you are the winner, in whole or in part, in any manner and for whatever purpose Kimpton shall elect, in any and all media now known or hereinafter developed, including but not limited to the Kimpton websites, other websites, newsletters, press releases, social media sites, television, radio and/or printed materials, worldwide in perpetuity, without further compensation, notification or permission. You shall not claim or be entitled to receive any compensation or credit for such use.
9. **Release:** You hereby release and discharge Kimpton Parties their employees, agents, licensees, successors and assigns from any and all claims, liabilities, demands or causes of actions that it may have or may from now on for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violation of any other right arising out of or relating to any utilization of the rights granted under these Official Rules. Each entrant agrees to be bound by these Official Rules, which are final and binding in all respects.
10. **Privacy Policy:** Please see the privacy policy located at 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.

11. **LIMITATIONS OF LIABILITY, DISCLAIMERS/RELEASE:** KIMPTON PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES SHALL THE KIMPTON PARTIES BE HELD RESPONSIBLE OR LIABLE FOR ENTRANT'S USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SWEEPSTAKES OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE SWEEPSTAKES OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SWEEPSTAKES. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. BY ENTERING THE SWEEPSTAKES AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE SWEEPSTAKES, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.
12. **Conditions:** All federal, state, local and/or other taxes are the sole responsibility of the winner, regardless of whether the prize, 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. The winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. Winner may be issued an IRS 1099 form for prizes over \$600. By participating, entrants, and winners and their guest agree to release and hold harmless the Kimpton Parties and their respective successors and assigns from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Kimpton Parties are not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, pandemic/epidemic, acts of war, natural disasters, weather or acts of terrorism. Participants who do not comply with these Official Rules, attempt to interfere with this Sweepstakes or act in an inappropriate or disruptive manner in any way shall be disqualified.

13. **Additional Terms:** Kimpton Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes. Kimpton Parties reserve the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in any of their sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond any of their control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. Kimpton Parties reserve the right, at any of their sole discretion, to disqualify any individual any of them finds, in any of their sole discretion, to be tampering with the operation of the Sweepstakes or Website. Kimpton Parties may prohibit a participant from participating in the Sweepstakes or winning the prize if, in any of their sole discretion, any of them determine that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Kimpton Parties. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Automated entries are prohibited, and any use of automated devices will cause disqualification. Participants may not register with multiple email addresses nor may entrants use any other device or artifice to register multiple times or as multiple registrants. Any participant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register/play multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's discretion.
14. **Disputes:** Except where prohibited, Kimpton Parties reserve the right to make all decisions in its sole discretion arising out of or relating to the Sweepstakes, and the decisions by Kimpton Parties are final and binding on all matters relating to the Sweepstakes. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Georgia; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Kimpton Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than State of Georgia. By participating in the Sweepstakes, you agree that Dekalb, Georgia will be the exclusive forum for any formal dispute resolution.
15. **Winner List:** For the name of the winner, or to submit any other questions or comments relating to the Sweepstakes, contact contest@kimptonhotels.com, with the

subject "KIMPTON ALTON STAYCATION SWEEPSTAKES." Requests must be received by January 15, 2022.

16. **Sponsor:** Kimpton Hotel & Restaurant Group, LLC Street Suite 200, San Francisco, CA 94108.