## **Graduate Hotels Getaway Giveaway – SWEEPSTAKES - OFFICIAL RULES**

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE FORM MAY BE REQUIRED.

The Sweepstakes begins at 12:01 AM U.S. Central Standard Time ("CST") on March 5<sup>th</sup>, 2024, and ends at 11:59 PM CST on March 30<sup>th</sup>, 2024("Sweepstakes Period"). The Sweepstakes is subject to these Official Rules (the "Official Rules"), and by entering, entrant agrees to be bound by them.

#### **ELIGIBILITY**:

Void where prohibited by law. The Sweepstakes is open only to legal residents of the United States and the United Kingdom ("U.K."), except where void, who are at least eighteen (18) years of age at the time of entry ("Entrant"). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of the SPONSOR (defined below), and its respective parent companies, subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Sweepstakes (collectively the "Sweepstakes Entities") are not eligible to participate. Winners shall be required to sign an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit/Release") as a condition to the delivery of the applicable prize.

## **HOW TO ENTER:**

To enter, visit <a href="https://graduatehotels.com/boat-race-2024">https://graduatehotels.com/boat-race-2024</a>, fill out the form and submit. ALL ENTRIES MUST BE RECEIVED BY THE APPLICABLE SWEEPSTAKES DAY DEADLINE.

Limit: One (1) Entry per person/email address per day during the Sweepstakes Period. In the event that more than one (1) Entry is received from any one person/email address per day during the Sweepstakes Period, the first Entry processed each day will be considered the only valid Entry received during that day of the Sweepstakes Period.

No copies, facsimiles or mechanical reproductions of Entries will be accepted. SPONSOR expressly reserves the right to disqualify any Entries, in its sole discretion, that appear to be generated by a "spam" or automated email program or via scripts and automated submission.

**Entry Requirements**: ANY ENTRY DEEMED INAPPROPRIATE OR UNSUITABLE, IN SPONSOR'S SOLE DISCRETION, WILL BE DISQUALIFIED.

- \* Entries must include the requested information on the form;
- \* Entrant must be 18 years of age or older at the time of entering the sweepstakes;
- \* Entries must not contain material that is inappropriate, indecent, contain profanity, nudity, sexual content; hateful content of any kind; content that promotes violence or harm to another living creature; or any other offensive content (as determined by Sponsor in its sole discretion);

- \* Entries must not contain material that promotes alcohol, illegal drugs, tobacco, firearms/ weapons (or the use of any of the foregoing) or promotes any activities that may appear unsafe or dangerous;
- \* Entries must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- \* Entries must not contain advertisements, personal solicitations or commercial solicitations; or promote any political agenda or party;
- \* Entries must not include any trademarks, logos, or copyrighted materials, other than Sponsors related materials, or advertise or promote any brand or product owned by any entity other than Sponsor;
- \* Entries must not contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without express written permission from the person or persons (or their estate) depicted in the Entry;
- \* Entries must be in keeping with Sponsors' image and not contain any material that could reflect negatively on the name, reputation, or goodwill of Sponsors, its subsidiaries or affiliates; and
- \* Entries must not violate or encourage the violation of any law, rule or regulation.

Sweepstakes Entities are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO PROSECUTE ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

### **PERSONAL DATA**:

Sponsor and the Sweepstakes Entities will not enter into any correspondence, including email, with non-winning entrants relating to such entrants' participation in the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual found tampering with the participation process or entry materials or otherwise interfering with the proper administration of the Sweepstakes or violating these Official Rules.

The following personal information will be collected by Sponsor in this Sweepstakes for the purposes of administering the Sweepstakes, verifying an entrant in the event their participation qualifies for a Prize, and otherwise in accordance with the Sponsor's Privacy Notice, name, email address, provided

that the following additional information may be required from any Sweepstakes winner for the purpose of providing the Prize (defined below) - date of birth, mailing address and passport information.

Failure to provide all necessary personal information may result in entrant's entry in the Sweepstakes being deemed ineligible. Sponsor is not responsible for any false or missing information. Entrants agree that their personal information will be stored and processed by Sponsor in the United States. Entrant personal information may also be transferred to countries outside of the United Kingdom or the Republic of Ireland, including the United States. Such other countries may not have privacy laws and regulations that provide the same level of protection to those that exist in the United Kingdom and the Republic of Ireland. By providing personal information in connection with the Sweepstakes, entrants hereby expressly consent to such transfers of their personal information to the United States or other countries. Entrants have the right to review, rectify or cancel any personal data held by Sponsor by contacting Sponsor through the Website. Entrants also have the right to lodge questions or complaints with a supervisory authority at any time.

In the event an entrant opted-in to receive marketing communications from Sponsor or to allow Sponsor to share their personal information with other individuals or companies and no longer wish to do so, or entrant no longer wishes to participate in the Sweepstakes, entrant may inform Sponsor at any time by contacting Sponsor through the Website. Sponsor 's Privacy Notice can be reviewed at: https://www.graduatehotels.com/privacy/.

Sponsor agrees to ensure that the collection of all personal information complies with all applicable laws, including without limitation, all national and local laws, policies, regulations, including the General Data Protection Regulation ("GDPR") (collectively "Applicable Laws"). Where required by Applicable Laws, Sponsor will deploy appropriate notices and functionality to obtain authorizations and consents as required.

#### **WINNER SELECTION:**

# The Prize Winners will be selected in random drawings conducted in six separate drawings, each drawing will take place on or about April 1, 2024.

The Prize Winners will be selected from among all eligible entries received throughout the Sweepstakes Period. The decisions of the Sponsor are final and binding in all matters relating to this Sweepstakes. The potential winners will be notified by the Sponsor by email or telephone (if available) provided in the entry form and must respond to the notification within seventy-two (72) hours from the time of initial notification and may be required to execute and return a declaration of eligibility, a liability release and, where lawful, a publicity release (with each such document being no more than a re-statement of one or more provisions of these Official Rules). If such documents are not returned within the time period specified by Sponsor, email notification is returned as undeliverable, Sponsor is unable to contact any potential winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected. Odds of winning a prize depend upon the total number of eligible entries received.

#### PRIZES / ODDS OF WINNING:

- 2-night stay at The Randolph Hotel by Graduate Hotels
- 2-night stay at Graduate Cambridge
- £1,500 Entrant personal voucher

- £200 voucher to The Alice restaurant at The Randolph
- £200 voucher to Garden House restaurant at Graduate Cambridge
- 2 Carry-On suitcases from Away
- 2 Jackets and 2 Wellies from Barbour

Prize Winners are solely responsible for paying all costs and expenses not expressly set forth herein, including without limitation, shipping and taxes. The ARV of the Prizes are subject to change based on current market conditions at the time of prize fulfillment.

Reservations at the hotel must be made prior to July 2024 and be redeemed by November 2024, blackout dates apply and may change based on the hotel. Exact accommodation at the hotel will be selected at the sole and absolute discretion of the Sponsor and may be based on availability for the dates being reserved.

Prize Winners will receive the travel voucher (gift voucher) from Sponsor that is to be used for transportation to the hotels. For clarity, should air transportation or travel be needed by the any Prize Winner, the Prize Winner must coordinate and provided all transportation and travel accommodations themselves. Sponsor is not responsible, nor will it reimburse any Prize Winner for any out of pocket expenses or costs. All other elements of a Prize shall be coordinated and provided directly by Sponsor. Questions regarding a Prize shall be directed to the applicable party responsible for providing such element of the Prize. Unused hotel stays cannot be refunded, exchanged, or applied towards any subsequent hotel stays or for cash. Resale of the hotel stay is strictly prohibited. Sweepstakes winners must abide by all hotel policies and regulations, including without limitation all health and safety protocols at all times. The Sponsor reserves the right to revoke the full or partial Prize from any winner who the Sponsor deems in any of their sole discretion, may be intoxicated, be a safety risk, have violated any policy or law, fails to comply with local or hotel health and safety protocols, or bring the Released Parties into disrepute.

#### APPROXIMATE RETAIL VALUE (ARV): £4,105

The Approximate Retail Value of the Prizes is four thousand, twenty-three pounds £4,023

£1,500 travel voucher
£700 room voucher to The Randolph
£500 room voucher to Graduate Cambridge
£200 voucher to The Alice restaurant at The Randolph
£200 voucher to Garden House restaurant at Graduate Cambridge
£150 Barbour Boots (2) and £558 Barbour Jackets (2)
£215 Away Carry on (2)

All prizes will be awarded if the number of eligible entries received equals or exceeds the number of prizes.

#### **ODDS OF WINNING:**

Odds of winning depend upon the number of eligible Entries received each day during the Sweepstakes Period.

#### **ADDITIONAL PRIZE CONDITIONS:**

Due to the nature of the Prizes, once a hotel stay is booked, no alternate travel dates are available. The difference between the approximate retail value and actual retail value, if any, will not be awarded.

The Sweepstakes winners are responsible for all other expenses not specifically mentioned herein, including, without limitation, air transportation, ground transportation to and from arrival and departure airport, meals, gratuities, taxes, travel documents, telephone calls, in-room movies, minibar expenses, room service, medical and travel insurance, excess baggage costs, daily costs, tours, airport departure taxes, duties, all personal expenses, and all other expenses not specified herein.

A valid credit or debit card will be required upon check-in to the hotel.

Transportation and accommodations are subject to availability, government restrictions and regulations, hotel, airline, airport or other transportation restrictions and regulations. Other restrictions may apply. The Sweepstakes winner(s) are responsible for obtaining all required medical and travel-related necessities (including any required vaccinations) and applicable travel, COVID-19 and/or other health related documentation (e.g., vaccination cards, negative COVID-19 tests, etc.), including a valid passport and the permission to enter the United States of America or the United Kingdom if necessary. If the Sweepstakes winner does not have proper travel documentation, cannot provide a negative COVID-19 test (if required to travel) or any other applicable permissions or documents required to enter the destination country, or does otherwise not accept or participate in any portion of a Prize for any reason whatsoever (including reasons beyond the control of a Sweepstakes winner such as inclement weather delaying or cancelling a portion of the trip), then that portion of a Prize is forfeited by the Sweepstakes winner, and the Released Parties shall have no further obligation or liability to a Sweepstakes winner with respect to the forfeited portion of a Prize. It is recommended that a Sweepstakes winner obtain sufficient personal travel insurance (including emergency medical) prior to departure. The Released Parties are not liable if travel is impeded or refused by reason of decisions of any governmental authorities (foreign or domestic), or other airline or airport authorities. The Sweepstakes winner may be required to sign and return the Sponsor's and/or Prize Fulfiller's form of a declaration of eligibility, a liability release and, where lawful, a publicity release (with each such document being no more than a re-statement of one or more provisions of these Official Rules) (to be required in the Sponsor sole discretion). No responsibility is assumed by the Sponsor or if any element(s) of Prize is cancelled, delayed, relocated, suspended or rescheduled for any reason whatsoever beyond their control. The Sponsor shall not be liable for any injury, loss, damage or other liability of any kind, resulting from, or arising from, the acceptance, possession, use, non-use or misuse of a Prize, any travel related thereto or otherwise from participation in the Sweepstakes.

The Sweepstakes winners irrevocably waive all claims against the Released Parties, and agrees that the Released Parties will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes, the prizes awarded, personal injury, or wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of a winner participating in the Sweepstakes and related activities (e.g., travel), wherever, whenever or however the same may occur. The Sweepstakes winners fully understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including any protocols that will be implemented from time to time by any third-party government agencies, can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have

been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

#### **BACKGROUND CHECK:**

If Sponsor so elects, potential winners may be required to submit to a confidential background check solely to the extent permitted by Applicable Law. Subject to Applicable Law, such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that potential winners will not bring the Released Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Released Parties. If requested, potential winners agree to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be awarded to an alternate winner. Sponsor reserves the right to award the prizes to alternate winners based on the results of the background check.

## **NO SUBSTITUTES; ADDITIONAL COSTS:**

No transfer, assignment, cash redemption, or substitution of Prizes (or portion thereof) is permitted except by the Sponsor who reserve the right to substitute a Prize (or portion thereof) with one of comparable or greater value, at their sole discretion. Sweepstakes Winners are solely responsible for any and all costs or fees associated with acceptance and/or use of a Prize not specified herein as being awarded including, without limitation, any applicable taxes, withholdings, meals, gratuities, accommodations and souvenirs.

#### **PUBLICITY RELEASE; RELEASE OF LIABILITY:**

By entering the Sweepstakes, all entrants agree that (A) the Released Parties may use (unless prohibited by law), the name, country/city residence, photograph, any recording (voice, film or video), and/or likeness of any entrant, winner or their guest (if applicable) for advertising, trade and/ or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification; (B) the Released Parties shall have no liability and will not be held responsible for any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a prize and any travel or travel-related activity thereto (including, but not limited to, attendance at a game or event), as applicable, or participation in this Sweepstakes. Notwithstanding anything elsewhere in these Official Rules, no person's or entity's liability for death or personal injury caused by its negligence shall be limited in any way, and nor shall their liability for fraud or for any other matter where liability may not as a matter of law be limited or excluded. Where these Official Rules provide for discretion exercisable by a Released Party that could otherwise be capable of causing a significant imbalance in the parties' rights and obligation hereunder, to the detriment of a consumer and contrary to the requirement of good faith, shall be exercised reasonably and in good faith.

#### **SPONSOR'S RESERVATION OF RIGHTS:**

The Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes for any reason, including should viruses, bugs, non-authorized human intervention or

other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, in the case of termination, at its discretion, select the potential winner/s from among all eligible non-suspect entries received prior to the event that required such termination.

## **GENERAL CONDITIONS / RELEASE:**

An Entrant or winner may be disqualified from the Sweepstakes if he/she fails to comply with each provision of these Official Rules, as determined in the sole discretion of Sponsor.

In the event of a dispute regarding the identity of the person submitting the Entry, the Entry will be deemed to be submitted by the person whose name is registered to the email account, and should the person not be able to prove his/her identity against the registered name the Entrant will be rejected and result in the disqualification of the Entrant from the Sweepstakes.

ALL PRIZES OFFERED ARE BEING PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY Sponsor, EITHER EXPRESS OR IMPLIED. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. No transfer, substitution, upgrade, credit, refund or cash equivalent for prizes is allowed except at Sponsor's sole discretion. Sponsor reserves the right, in Sponsor's sole and absolute discretion, to substitute a prize or prize component of equal or greater value if a prize cannot be awarded as described for any reason.

Any prize returned as undeliverable will result in disqualification and an alternate winner will be selected.

Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at https://linktr.ee/graduate\_hotels If the Sponsor decides to reconvene the Sweepstakes after a suspension, the determination of the prize winner will be made from among all eligible, non-suspect Entries received as of the date of the suspension, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

By participating, an Entrant agrees: TO FOREVER AND IRREVOCABLY RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS SWEEPSTAKES ENTITIES, PRIZE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, SUCCESSORS AND ASSIGNS AND INSTAGRAM (DEFINED AS "RELEASED PARTIES", WHICH IS USED THROUGHOUT THIS RULES), FROM ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, CAUSES OF ACTION, PROCEEDINGS, DEMANDS, JUDGMENTS, EXPENSES, COSTS, INJURIES, DEATH, LOSSES OR DAMAGES OF ANY KIND CAUSED BY THE SWEEPSTAKES AND ANY ELEMENT OR ACTIVITY THEREOF, ENTRANT'S PARTICIPATION, ENTRY OR INABILITY TO PARTICIPATE OR ENTER THE SWEEPSTAKES, THE UNAUTHORIZED OR ILLEGAL ACCESS TO PERSONALLY IDENTIFIABLE OR SENSITIVE INFORMATION COLLECTED BY SPONSOR, THE ACCEPTANCE, POSSESSION, USE, REDEMPTION OF, DELIVERY OF, INABILITY TO USE, DEFECT IN, OR MISUSE OF A PRIZE, SPONSOR'S ADMINISTRATION OF THE SWEEPSTAKES, THE LOST, DAMAGED, MISDIRECTED, OR LATE DELIVERY OF THE PRIZING, THE COLLECTION, SHARING AND/OR USE OF THE ENTRANT'S PERSONALLY IDENTIFIABLE INFORMATION

BY SPONSOR OR ITS DESIGNEES AND ANY VIOLATION OF ANY PUBLICITY, PRIVACY, PROPERTY OR PROPRIETARY RIGHTS OF ENTRANT, OR ANY ERRORS IN THE OFFICIAL RULES OR ANY PROMOTIONAL MATERIALS WITH RESPECT TO THE SWEEPSTAKES. ENTRANTS AGREE THAT SWEEPSTAKES ENTITIES HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE SWEEPSTAKES OR THE PRIZE AWARDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SWEEPSTAKES ENTITIES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SPONSOR SITE OR ANY PROMOTIONAL WEB SITE AND SWEEPSTAKES ENTITIES SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS, AND NOTHING IN THESE OFFICIAL RULES SHALL EXCLUDE OR LIMIT IN ANY WAY ANY ENTITY'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER WHERE LIABILITY MAY NOT AS A MATTER OF LAW BE LIMITED.

Released Parties shall not be liable for (1) failed, returned or misdirected notifications based on inaccurate information provided by any winner on the sweepstakes entry form, (2) Entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postagedue, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind, (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an Entrant's ability to participate in the Sweepstakes, (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from downloading any part of this Sweepstakes or (5) any warranty of fitness or merchantability of any prize or the function or operation thereof, which shall be the sole responsibility of the manufacturer of the prize.

Unless prohibited by applicable law, entry constitutes Sponsor's permission to use a winner's name, photograph, likeness, voice, address (city and state) and testimonials throughout the universe, in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes in connection with this Sweepstakes without any further compensation to such winner.

#### **DISPUTES:**

Entrants, 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 Cook County, Illinois, U.S.A.; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the PROMOTER in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State

of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

#### **GOVERNING LAW:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the United States. Any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be subject to the exclusive jurisdiction of the United States in Illinois.

#### **AGREEMENT TO THE OFFICIAL RULES:**

By participating in the Sweepstakes, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.

#### PRIVACY:

All information collected by Sponsor in connection with the Entries will be subject to Sponsor's Privacy Policy available at the Sponsor's website.

## WINNERS / RULES:

To receive a copy of the Official Rules or complete list of winners, send a self-addressed stamped envelope to, received no later than 30 days after Sweepstakes end date, to: Graduate IP LLC, 133 N. Jefferson Street, 4th Floor, Chicago, IL 60661. Specify "Graduate Hotels 6 Days of Christmas Giveaway - Sweepstakes Winners List or Official Rules".

#### SPONSOR:

Graduate Hotels, LLC, 133 N. Jefferson Street, 4th Floor, Chicago, IL 60661 ("SPONSOR").

## CAUTION:

Any attempt by an entrant or other individual, to deliberately damage any website or undermine the legitimate operation of this Sweepstakes, including but not limited to any fraudulent claims, may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorneys' fees) from any such individual, to the fullest extent permitted by law, including criminal prosecution. Entrants engaging in any of the foregoing activities may be disqualified (and all associated entries will be void) and will forfeit any prize won. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

This Sweepstakes is in no way offered, sponsored, endorsed or administered by, or associated with, any social media website, including but not limited to Instagram, any mobile application, or any video conferencing technology that may be used by the Entrant or Sponsors during this Sweepstakes.