

## **WALDORF ASTORIA BEVERLY HILLS La Prairie Spa Online Contest**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.  
A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

**Eligibility:** To enter the Hilton Dining at Jean-Georges Contest (the “**Contest**”), you must be at least 21 years of age and a legal resident of United States of America. Employees, officers and directors of Waldorf Astoria Beverly Hills (“**Sponsor**”), Hilton Domestic Operating Company Inc., its parents, subsidiaries, affiliates, franchisees, advertising and promotion agencies, and anyone involved in the production or administration of the Contest, and any member of the immediate family or household of any such persons, are not eligible. Contest is void where prohibited.

**Promotion Period:** The Promotion begins on January 3rd at 12:00:01 a.m. PST, and ends on January 6th at 11:59:59 p.m. PST (the “Promotion Period”). The Sponsor’s database computer is the official time-keeping device for the Promotion. The Sponsor’s database computer is the official time-keeping device for the Promotion.

**How to enter:** During the Entry Period, visit the Waldorf Instagram page at <https://www.instagram.com/waldorfbevhills/> (the “Page”), click on the Contest post, and then follow the instructions to complete the entry. To enter, user must tag @waldorfbevhills and @laprairiespabevhills in an Instagram photo on-property at WABH. User must also tag #WaldorfHolidayWish on the photo. All entries must contain #Entry or #Contest to comply with FTC guidelines. You must have an Instagram account to enter. Your submission must be based on your own genuine experience. Sponsor reserves the right to verify all facts. Failure to be able to validate the authenticity of your entry when requested may result in disqualification.

**Entry Content Guideline:** Contest materials you submit ( photo and/or video per entry instructions) must comply with the following guidelines:

- Entry photo(s) and/or video must be taken on-property at Waldorf Astoria Beverly Hills.
- Caption on submission must contain #WaldorfHolidayWish and #Entry or #Contest.
- All submissions must tag @waldorfbevhills and @laprairiespabevhills in content.
- All submissions (photo(s) and/or video) must be created by entrant, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- If any person other than the entrant is depicted or described in any essay, photo or video, the entrant is responsible for obtaining any necessary permission for use of each such person’s name or likeness.
- Entry must not have won any award.
- Entries that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, not in keeping with Sponsor’s image or entries that otherwise contain inappropriate content or objectionable material as determined by Sponsor in its sole discretion will be disqualified.

**General Entry Conditions.** Limit one (1) entry per person and per email address. Entries will not deemed submitted by the authorized account holder of the e-mail account listed in the entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries must be received by the end of the Entry Period. Proof of transmission is not proof of receipt. Sponsor’s computer is the official timekeeping device for the Contest. Entries must not transmit anything that contains viruses or anything else

that is harmful to any computer. No responsibility is assumed for late or misdirected entries, or any failure or unavailability of hardware, software, electronic communications, or Internet uploading or other connections. Sponsor is not responsible for any changes or effects caused to your computer system or video equipment as a result of submitting an entry.

**Usage Rights in Entries.** Sponsor and its designees shall have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all entry materials, alone or in combination with other material including but not limited to essays, photos and/or videos in any and all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without further compensation to the entrant or anyone else. Without limiting the foregoing, entries may be posted on the Page for public viewing and voting in the Contest. Sponsor reserves the right to review any entry prior to any such posting, to remove any entry at any time after posting, and to remove any incidental material that could be deemed infringing where doing so would not materially alter the entry and where the entrant otherwise clearly intended to comply with these Official Rules, as determined by Sponsor. No guarantee is made that any particular entry will or will not be posted or as to the length of time between submission and posting. Sponsor reserves the right, in its absolute discretion, to determine if any particular entry is appropriate for posting. All entries that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Entry constitutes permission for Sponsor and its designees to use winner's name, biographical information, photo and/or likeness in any and all media, now or hereafter devised, worldwide, in perpetuity, for internal, advertising, Contest and other purposes without additional compensation, notification or permission, unless prohibited by law. Potential finalists and/or winners may be required to assign all rights in entry to Sponsor without additional compensation.

### **Judging/ Winner Selection**

**Judging.** All entries will be judged by a panel of judges applying the following criteria: (i) originality 25%; (ii) appropriateness to theme 25%; (iii) quality of expression 25%; and appropriateness to image of Sponsor 25%. Winner will be determined on or about June 15th, and will be notified by June 15th. The decisions of the judges are final and binding. finalists will be chosen via this process and then posted on the Page.

**Notification of Winner:** Winner will be notified by Instagram Direct Message, email, telephone and/or postal mail, using the information supplied at time of entry, and may be required to sign and return an affidavit of eligibility, publicity and liability release, along with an assignment of all rights in and to his/her entry (including copyright and a waiver of any moral rights to the extent allowed by law), within seven (7) days of notification. Potential winner may also be required to verify the facts of his/her story and/or provide additional documents as may be required by Sponsor to confirm and/or assign rights in the entry. Failure to comply when requested may result in disqualification and selection of an alternate winner. Travel companion of Grand Prize winner must also sign a liability and publicity release to the extent allowed by law. No liability is assumed for any winner notification that is lost, intercepted or not received for any reason. If the prize or prize notification is returned as unclaimed or undeliverable to a potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. If any eligible winner is deemed a minor under the laws of his/her place of residence, prize may be awarded in name of parent or legal guardian who must sign all required documents and must accompany winner on the Grand Prize trip.

**Prize:** The following prize(s) is/are available: One (1) winner will be selected to receive one (1) complimentary Signature La Prairie Facial at La Prairie Spa Beverly Hills. Average Retail Value \$250 USD.

**General Prize Conditions:** If prize includes any travel, dining, entertainment or other experience/events, any costs and expenses associated with acceptance and use of the prize not specifically mentioned herein as being provided are the sole responsibility of the winner, including but not limited to, incidental charges, luggage fees, meals, gratuities and spending money. Major credit card will be required upon any prize hotel check-in to cover any incidental charges. Sponsor reserves the right to provide ground transportation in lieu of air transportation in the event a winner resides within a 200 mile radius of a prize destination and no compensation or substitution shall be provided for difference in value. Hotel accommodations are subject to availability. Winner and guest must travel together on same itinerary and on dates specified by Sponsor. Travel dates provided herein are subject to change within Sponsor's sole discretion. If winner is unable to travel on dates specified by Sponsor, winner may forfeit the prize and Sponsor may select an alternate winner if time permits. If any prize-related events are cancelled or postponed for any reason, no substitution for the tickets will be provided and winner will receive the other portion(s) of the prize as full satisfaction of the prize without additional compensation and Sponsor will have no further obligation to winner. Sponsor is also not responsible for any weather or airline issues that prevent winner and guest from traveling on specified dates, in which event any missed portion of the prize is forfeited in its entirety and no substitution will be provided. If guest is a minor, winner must be his or her parent or legal guardian. Guest (or if minor, his/her parent or legal guardian) must sign and return a liability/publicity release prior to travel. Winner and guest must possess and show valid travel documents by the deadline specified by Sponsor or winner may forfeit the prize. Winner must affirm that s/he and his/her guest are able to arrive at the designated departure airport on time to depart for trip or winner may forfeit prize. Trip must be booked through a representative selected by Sponsor. Once travel arrangements have been made, no changes will be permitted. Event tickets are subject to terms and conditions specified by issuers. Seat locations will be determined by Sponsor. Winner and guest must comply with all venue regulations. Failure to do so may result in forfeiture of applicable portion of prize. Sponsor reserves the right to photograph, videotape or otherwise record winner's and guest's participation in all elements of the prize ("Prize Footage"). Sponsor shall own all rights to the Prize Footage and Sponsor and its designees shall have the right, but not the obligation, to use, reproduce, modify, publish, post, create derivative works from, and display such Prize Footage and all elements embodied therein, including, without limitation, any names and likenesses, in whole or in part, on a worldwide perpetual basis, and to incorporate the Prize Footage into other works, in any form, media or technology now known or later developed, for internal, advertising, commercial and Contestal purposes, and Winner (and guest) may be required to sign additional documents confirming such rights. ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER. No transfer, assignment or substitution of a prize, except Sponsor reserves the right to substitute prize (or a portion thereof) for an item of comparable or greater value, at its sole discretion if any advertised prize becomes unavailable.

**Release of Liability:** By entering the Contest, entrant agrees to hold Sponsor, its parent, affiliate and subsidiary companies, franchisees and advertising and Contest agencies and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties") harmless for any injury or damage caused or claimed to be caused, in whole or in part, directly or indirectly, by participating in the Contest or by acceptance or use of a prize (including any travel or activity-related thereto). Released Parties are not responsible for lost, late, misdirected, delayed, inaccurate, illegible, garbled, stolen or incomplete entries or entries not received for any reason or for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof or for any other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of entries,


the announcement of the prizes, the incorrect uploading of any photo or essay or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Page or any web site. Persons who tamper with or abuse any aspect of the Contest or Web site, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Caution: Any attempt by an individual to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such individual to the fullest extent of the law.

By participating, you further agree that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

**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 Sponsor, shall be constructed and governed by the laws of the state of New York, without regard to conflicts of law. Claims may not be resolved through any form of class action. Venue for all suits will be in the Eastern District of Virginia or, if there's no federal jurisdiction, Fairfax County, Virginia.

**Privacy:** Any information you submit is subject to Sponsor's privacy policy posted at [http://www1.hilton.com/en\\_US/hi/customer-support/privacy-policy.do](http://www1.hilton.com/en_US/hi/customer-support/privacy-policy.do).

**Severability:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**Winner's Name:** For winner's name, available after June 15<sup>th</sup> 2018,  [Christina.Vu@waldorfastoria.com](mailto:Christina.Vu@waldorfastoria.com).

**Sponsor:** The Sponsor of the Promotion is Waldorf Astoria Beverly Hills, 9850 Wilshire Boulevard, Beverly Hills, CA 90210.