

**HICV 40<sup>TH</sup> ANNIVERSARY SOCIAL MEDIA SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The HICV 40<sup>TH</sup> Anniversary Social Media Sweepstakes ("Sweepstakes") is sponsored by Holiday Inn Club Vacations Incorporated, owner and operator of Holiday Inn Club Vacations ("Sponsor"), 9271 South John Young Parkway, Orlando, Florida 32819. The Sweepstakes is in no way sponsored, endorsed or administered by or associated with any social media platform. Any questions, comments or complaints regarding the Sweepstakes should be directed to the Sponsor.

- 1. SWEEPSTAKES TIMING:** The Sweepstakes begins on **August 1, 2022** at 12:00:00 PM Eastern Time ("ET") and ends on **August 31, 2022** at 12:00:00 PM ET ("Sweepstakes Period"). The Sponsor's computer is the Sweepstakes' official clock. The Sweepstakes is divided into five "Entry Periods":

<b><u>First Entry Period:</u></b> Begins August 1, 2022, at 12:00:00 PM ET– Ends August 6, 2022, at 12:00:00 PM ET
<b><u>Second Entry Period:</u></b> Begins August 7, 2022, at 12:00:00 PM ET– Ends August 13, 2022, at 12:00:00 PM ET
<b><u>Third Entry Period:</u></b> Begins August 14, 2022, at 12:00:00 AM ET– Ends August 20, 2022, at 12:00:00 PM ET
<b><u>Fourth Entry Period:</u></b> Begins August 21, 2022, at 12:00:00 PM ET– Ends August 27, 2022, at 12:00:00 PM ET
<b><u>Fifth Entry Period:</u></b> Begins August 28, 2022, at 12:00:00 PM ET– Ends August 31, 2022, at 12:00:00 PM ET

- 2. ELIGIBILITY:** The Sweepstakes is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Businesses and other entities are not eligible to enter or win. Employees or franchise owners of InterContinental Hotels Group, employees, officers, directors, representatives and agents of Sponsor or any other timeshare related company and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their household members (defined as people who share the same residence, whether related or not) or immediate family members (defined as spouses, parents, children, siblings, step-parents, step-children, step-siblings and their respective spouses) are not eligible to enter or win. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned.

- 3. HOW TO ENTER THE SWEEPSTAKES:**

Individuals may enter the Sweepstakes during the five (5) separate entry periods beginning on August 1, 2022 at 12:00:00 PM ET and ending on August 31, 2022 at 12:00:00 PM ET by following the entry instructions for

each Entry Period provided below. An eligible entrant will receive one (1) entry into the Sweepstakes for each time the entry instructions are completed during an Entry Period. All entries will be included in the final drawing for the grand prize.

- i. First Entry Period - Between 12:00:00 PM ET on August 1, 2022 and 12:00:00 PM ET on August 6, 2022, Sponsor will upload a post to Facebook and Instagram (“Social Media Platforms”) asking followers to comment responding to a prompt within the caption. An eligible entrant may enter the Sweepstakes by commenting on the post with their response to the prompt.
- ii. Second Entry Period – Between 12:00:00 PM ET on August 7, 2022 and 12:00:00 PM ET on August 13, 2022, Sponsor will upload a post to Social Media Platforms asking followers to comment responding to a prompt within the caption. An eligible entrant may enter the Sweepstakes by commenting on the post with their response to the prompt.
- iii. Third Entry Period – Between 12:00:00 PM ET on August 14, 2022 and 12:00:00 PM ET on August 20, 2022, Sponsor will upload a post to Social Media Platforms asking followers to comment responding to a prompt within the caption. An eligible entrant may enter the Sweepstakes by commenting on the post with their response to the prompt.
- iv. Fourth Entry Period – Between 12:00:00 PM ET on August 21, 2022 and 12:00:00 PM ET on August 27, 2022, Sponsor will upload a post to Social Media Platforms asking followers to comment responding to a prompt within the caption. An eligible entrant may enter the Sweepstakes by commenting on the post with their response to the prompt.
- v. Fifth Entry Period – Between 12:00:00 PM ET on August 28, 2022 and 12:00:00 PM ET on August 31, 2022, Sponsor will upload a post to Social Media Platforms asking followers to comment responding to a prompt within the caption. An eligible entrant may enter the Sweepstakes by commenting on the post with their response to the prompt.

There is no limit to the number of times a person may enter the Sweepstakes. You must be a registered Instagram or Facebook user to participate. Instagram and Facebook account registration is free and can be obtained by logging onto <http://instagram.com> or <http://facebook.com> and following the instructions to open an account. All terms and conditions of each social media platform apply. If you opt to use any social media platforms via your wireless mobile device, standard text messaging and/or data rates may apply. Your social media account(s) must be set to “public” (i.e., an account where anyone can view or subscribe to your photos). You must use only one social media account and identity to participate.

Sweepstakes Entities are not responsible for lost, late, misdirected, illegible or incomplete entries, which will be disqualified.

All entrants must agree to the Sponsor’s User Generated Content Terms of Use available at <http://hcv.vacations/ugc>. If any entrant submits content that is determined by the Sponsor, in its sole discretion to be in violation of the requirements of the User Generated Content Terms of Use, or unsuitable for inclusion, the entrant will be ineligible to receive a prize.

#### **4. RANDOM DRAWING, PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

##### **A. Random Drawing and Prizes:** Winner(s) will be selected on or about:

First Entry Period: August 8, 2022 at 12:00:00 PM ET  
Second Entry Period: August 15, 2022 at 12:00:00 PM ET  
Third Entry Period: August 22, 2022 at 12:00:00 PM ET  
Fourth Entry Period: August 29, 2022 at 12:00:00 PM ET  
Fifth Entry Period: September 2, 2022 at 12:00:00 PM ET  
Grand Prize Drawing: September 2, 2022 at 12:00:00 PM ET

Sponsor will select the potential winners through a random drawing from among all eligible entries received during the respective Entry Periods. Sponsor will select potential winner for the grand prize from among all entries received during the entire Sweepstakes Period. The random drawings will take place at an office of the Sponsor.

i. **Description:** The prize awarded for each Entry Period includes HICV branded swag items and a \$40 Resort Credit. The grand prize awarded at the end of the Sweepstakes Period is a 7-day/6-night stay at a Holiday Inn Club Vacations Resort.

ii. **ARV:** The ARV of the prize awarded for each Entry Period is \$50. The ARV of the grand prize is approximately \$900 (may vary by accommodation type and season).

**B. Odds of Winning:** The odds of winning the prize depend upon the number of eligible sweepstakes entries received during the Entry Period for the applicable drawing.

**C.** The entrant who is selected is deemed to be a potential winner, pending verification of the entrant's eligibility and compliance with these Official Rules as determined by Sponsor, at its sole and absolute discretion.

**5. HOW TO CLAIM THE PRIZE:** The Sponsor or its authorized designee will notify the potential winner by commenting on his or her original winning post on the drawing dates listed above. The Sponsor's public comment on the post will ask the potential winner to send a private message to Holiday Inn Club Vacations through Facebook Messenger or Instagram to accept the prize and provide Sponsor with the potential winner's mailing address and email address. The potential winner must accept the prize and provide a mailing address and email address within 24 hours of winner notification. Before being declared the winner of the grand prize, the potential winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit") sent via email or UPS/Fed Ex. The potential winner must return a fully executed Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the initial winner notification post or the prize may (in Sponsor's sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules or declines to accept the prize, the prize may be forfeited and the forfeited prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver the prize, the prize may not be re-awarded.

The grand prize winner will receive a complimentary stay certificate via email and he/she will be responsible for calling the phone number listed on the certificate to book his/her reservation.

The grand prize winner will have from September 2, 2022 to September 2, 2023 to book and use his/her reservation. Reservations and villa type are based upon availability. The grand prize winner must present his or her valid driver's license and provide a credit card at the time of check-in. Upgrades and extra nights may be requested at an additional cost but are not guaranteed. All other charges and expenses, including airfare, local transportation, food, on-property amenity costs, all related taxes and any incidentals are the winner's sole responsibility and are not included in this prize.

The grand prize winner agrees to be personally responsible for the safety and actions of themselves and any travel companions during the resort stay. The grand prize Winner agrees to release, discharge and covenant not to sue Sponsor, its officers, directors, employees, independent contractors, and agents for any claims arising out of or relating to the grand prize winner or any travel companions contracting a COVID-19 infection during the resort stay. The grand prize winner represents and warrants that he or she understands the inherent risk of contracting COVID-19 and agrees to follow all guidelines issued by Holiday Inn Club Vacations at Orange Lake Resort, the Centers for Disease Control (CDC) and any state or local COVID-19 laws, including those regarding the use of masks and social distancing during the course of the resort stay.

IF RETAIL VALUE EXCEEDS \$600, WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

Sponsor will attempt to notify a potential winner as set forth above, but Sponsor is not responsible for any unseen posts, including but not limited to posts that are unseen due to a winner's Facebook or Instagram privacy settings. The right to receive the prize is non-assignable, non-transferable and no cash equivalent or other prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and

absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason. The prizes will only be awarded to verified winners.

- 6. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner by random drawing from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more than six (6) prizes be awarded. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than the six (6) intended prizes to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

Without limiting the foregoing, everything regarding this Sweepstakes, including any prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 7. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN ORANGE COUNTY, FLORIDA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION**

IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN ORANGE COUNTY, FLORIDA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

8. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, in accordance with Sponsor's Privacy Policy as stated at: <https://holidayinnclub.com/privacy-policy>.
9. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting the prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
10. **LIMITED LICENSE:** Sponsor's trademarks and copyrighted materials may be used for the purposes of this Sweepstakes only. No other rights in or to Sponsor's marks are granted under these Official Rules. Posts submitted in this Sweepstakes are not edited by Sponsor and are the views and opinions of the individual entrants and do not reflect the view of the Sponsor in any manner.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor reserves the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple Instagram accounts, identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor. **CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any

promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNER LIST:** For the winner list, which includes the name and city or town of residence of the prize winners, dates of receipt of the prizes and value of the prizes, interested individuals should mail a self-addressed stamped business envelope to: HICV 40<sup>th</sup> Anniversary Social Media Sweepstakes, 9271 South John Young Parkway, Orlando, Florida 32819. Winner List requests must be received no later than December 1, 2022.

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