

## Mother's Day Giveaway Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Please read these Mother's Day Giveaway Sweepstakes Official Rules (the "Official Rules") carefully as they constitute a legally binding agreement between the Sponsor and the person entering the Sweepstakes (as defined below) ("you" or "entrant") which affects your legal rights.

### SPONSOR

Accor Management Canada Inc., 155 Wellington Street West, Suite 3300, Toronto, Ontario Canada, M5V 0C3 ("Accor," "Sponsor," "we" or "our").

### SWEEPSTAKES PERIOD

The **Mother's Day Giveaway Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Tuesday, April 30, 2024, and ends at 11:59:59 PM ET on Saturday, May 11, 2024 (the "Sweepstakes Period").

### ELIGIBILITY; PRIVACY POLICY

The Sweepstakes is open only to legal residents of Canada (excluding residents of Quebec), the fifty (50) United States and the District of Columbia who are at least 18 years of age and have reached the age of legal majority in the jurisdiction in which the entrant resides at the time of entry except for those excluded individuals set forth in the following section.

Employees, representatives, or agents of Sponsor, its parent companies and their respective subsidiaries, affiliates, prize providers, advertising, marketing and/or promotion agencies, or other companies, (including price providers) involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, the "**Sweepstakes Parties**"), and the immediate family members of, and/or those living in the same household of each, are not eligible to enter.

The Sweepstakes and your entry and participation in it is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and these Official Rules. By entering, all entrants **agree that they have read these Official Rules and agree to abide by and to be bound by the terms and conditions of the Official Rules, and the decisions of Sponsor, which shall be final and binding in all respects.** False and/or deceptive entries or acts shall render entrants ineligible.

**Please note** that our privacy policy, available at <https://all.accor.com/security-certificate/index.en.shtml> is incorporated by reference and is a valid and binding part of these Official Rules.

If it is found that a person who does not meet the eligibility criteria set forth in these Official Rules has submitted an entry, that entry will be deemed ineligible. Sponsor reserves the right to

verify eligibility requirements. **Void where prohibited by law. Please do not enter if it would be illegal for you to do so.**

## HOW TO ENTER

THERE IS NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

To enter the Sweepstakes, entrant first needs to have a valid Instagram account in good standing and your account settings must be set to public to submit an entry. To submit one (1) entry to the Sweepstakes via this method, (i) login to your Instagram account, (ii) follow @PrincessBermuda on Instagram, (iii) like the image posted by Sponsor (the “**Sweepstakes Image**”) during the Sweepstakes Period, and (iv) comment by tagging one (1) friend only within the comment. For clarity, only entrant will be entered into the Sweepstakes, not the tagged friend. All entries must comply with these Official Rules, including, without limitation, the “Entry Requirements” section below. All entries must be submitted during the Sweepstakes Period.

Limit of one (1) entry per person during the Sweepstakes Period.

Non-winning qualifying participants from the Grand Prize drawing will NOT roll into subsequent prize drawings, if any. All entries become the property of the Sponsor and will not be acknowledged or returned. **All entries for the Grand Prize must be received before the end of the Sweepstakes Period.** Entries which are incomplete, illegible, or fraudulent are null and void. Sponsor is not responsible for incomplete, incorrect, or inaccurate capture of entry information. Late entries will not be considered.

Any attempt by any entrant to exceed the entry limit by using multiple/different Instagram accounts, e-mail addresses, identities, registrations, or any other methods will void all that entrant's entries and that entrant will be disqualified. Use of any automated, programmed or like means to enter the Sweepstakes will result in disqualification. Sponsor and the Sweepstakes Parties are not responsible for late, lost, garbled/undecipherable, misdirected, incomplete or invalid entries, which will be disqualified.

## PERSONAL INFORMATION

As indicated above, we may use any personal information that you provide us in accordance with our privacy policy linked to above. In addition, we may use any personal information that you provide us in connection with these Sweepstakes, including your name and Instagram account to be submitted with each entry, as necessary to administer, manage and operate these Sweepstakes (including releasing a list of winners, as discussed below) and otherwise as permitted in our privacy policy referred to above.

Also, if you are a potential winner and a U.S. resident, we may require you to complete a W-9 form, which will require you to provide us with additional personal information, including your social security number. We will **only use information from the W-9 form to fulfill our tax obligations** in connection with these Sweepstakes and **for no other purpose**. All other terms and conditions of the privacy policy apply, including how we store this information.

Finally, if you are the Winner, we will use and disclose your first initial, last name and, if available, the city and state or province in which you reside on our list of Winners, which we are required to maintain and to provide to others by law.

## ODDS OF WINNING

Odds of winning the Grand Prize depend on the number of eligible entries received for the entire Sweepstakes Period.

## GRAND PRIZE

There is one (1) grand prize (the “**Grand Prize**”) available to be won, as follows. The Grand Prize consists of (a) hotel accommodations for Winner and one (1) guest for three (3) nights in a deluxe room at the Hamilton Princess & Beach Club (est. value \$700.00 USD per night), (b) a \$1,000.00 USD. American Airline credit to Bermuda, (c) a private art tour of the Hamilton Princess & Beach Club’s art collection (est. value \$250.00 USD), (d) Custom Anya Hindmarch x Hamilton Princess Beach Bag (est. value \$225.00 USD), (e) a gift set of Island Rose products (location, perfume, candle, travel atomizer) from Lili Bermuda Perfumery (est. value \$125.00 USD), and (f) 14k Rose Gold necklace and pendant with Fresh Water Pearl from Alexandra Mosher (est. \$440.00 USD).

**The Approximate Retail Value (“ARV”) of the Grand Prize: \$4,140 USD.**

## HOW TO WIN

Sponsor will select the potential winner for the Grand Prize by a random drawing conducted at Sponsor’s or its designee’s offices. Sponsor’s decisions are final.

**Grand Prize:** The potential Grand Prize winner will be selected at random from among all eligible entries received during the Sweepstakes Period on or about May 12, 2024 (the “**Approximate Notification Date**”).

**Potential Winner Notification:** Sponsor will contact the potential Grand Prize winner on or about May 12, 2024, by Instagram direct message via the @PrincessBermuda Instagram account. For the potential Grand Prize winner, Sponsor will make a minimum of two (2) attempts to contact the eligible Grand Prize winner within seven (7) days of the Approximate Notification Date.

**Additional Requirements to Win.** Potential winner will become the confirmed winner (the “**Winner**”) after meeting the requirements that follow. Failure to do so will result in disqualification and an alternate winner may be selected by the means set forth above. Potential winner **will be required to:**

**(1) Sign and return, within seven (7) days of notification and if provided by Sponsor, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form (if the potential winner is a U.S. resident) and/or a Declaration and Release if potential winner is a Canadian resident or as otherwise determined by Sponsor (collectively, "the Releases"). Please note: as indicated above, if potential winner if a U.S. resident, he or she will be required to furnish his/her social security number which Sponsor will use as set forth above; and**

**(2) if potential winner is a Canadian resident, he or she will be required to correctly answer a time-limited skill-testing question without any assistance in order to become a Winner. The skill-testing question may be part of the Releases or may be provided separately.**

Further, if potential winner cannot be contacted within seven (7) days of the drawing date after two attempts, as described above, including if there is a return of any notification as undeliverable; then entrant may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit any and all rights to the applicable prize) and the Sponsor reserves the right, in its sole and absolute discretion to randomly select an alternate eligible entrant for the applicable prize in a separate random drawing from the remaining eligible entries submitted and received in accordance with these Official Rules.

**No one is a Winner unless and until the Sponsor officially confirms the entrant as a Winner in accordance with and as described in these Official Rules.**

### **PRIZE DELIVERY AND CONDITIONS**

**Prize Delivery:** Certain prizes or prize components, such as gift cards/certificates, hotel stay/travel credits or vouchers, may be delivered electronically to Winner and, if Sponsor does so, Sponsor will message via Instagram account @BermudaPrincess the applicable prize components to the Winner at the Instagram account provided in the Winner's entry. Those prizes or prize components that are physical merchandise (*i.e.* cannot be provided electronically) will be available for collection by the Winner at the Hamilton Princess & Bermuda Club at the time of Winner's stay. **Sponsor is not responsible and will not attempt to deliver such physical prizes or prize components if Winner does not collect the prizes from the Hamilton Princess & Bermuda Club during Winner's stay.** If the electronic portion of the prize is returned as undeliverable or we are otherwise not able to deliver it to the address the Winner provides, or if Winner does not visit the Hamilton Princess & Bermuda Club to claim the physical prizes or prize components, the Winner will forfeit the prize and we will select an alternate potential winner by the method set forth above.

#### **Additional Prize Conditions:**

- **All prizes must be redeemed (i.e. flights, stays and meals fulfilled) by May 11, 2025.**
- Winner and guest must stay or dine on the same itinerary.
- All expenses and costs not expressly listed as part of a Prize are Winner's sole responsibility, which may include airfare, taxes, tips, entertainment, transfers, and transportation between Winner's home and the applicable hotel.
- **Sponsor is not responsible** for any fees or additional charges resulting from Winner's or guest's change to accommodations, or for hotel room charges for additional amenities, services, or incidentals.
- Winners are responsible for all federal, state, local and income taxes associated with winning a prize. Where applicable, Winners will be issued an IRS 1099 Tax Form for the fair market value of prize won.
- Prizes are not assignable, nor transferable and cannot be redeemed for cash or other items of value except at the sole discretion of the Sponsor.

- For prizes including hotel stays, flights or meals with open dates, actual retail value is dependent upon the dates of stay. All individual hotel's standard policies, procedures, regulations and conditions apply.
- Prizes involving hotel stays may not be combined with any other offer.
- **If a Winner wins a prize that must be redeemed on a specific date or dates and is unavailable at such dates/times for any reason, the prize will be forfeited in its entirety, and Sponsor shall have no liability to Winner under any legal theory.**
- Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that Sponsor and the Sweepstakes Parties do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any prize or aspect of a prize being offered, **except that each merchandise** prize shall be subject to its manufacturer's standard warranty (if any).

### **ENTRANTS' ASSUMPTION OF RISK; RELEASE OF CLAIMS AGAINST SWEEPSTAKES PARTIES**

**Please read this section carefully. It affects your legal rights, including your right to sue.**

(a) You acknowledge and agree that your participation in the Sweepstakes and, if applicable, your redemption of the Grand Prize, is undertaken **voluntarily and entirely at your own risk** and **you agree to assume all such risk**, including risk of property damage, bodily injury or death, and all other damage or potential damage, whether known or unknown to you.

(b) You agree to release the Sweepstakes Parties and their subsidiaries, affiliates, divisions, employees, officers, directors, advertising and promotion, fulfillment and/or judging agencies, and related entities (together, the "**Released Parties**") from any and all claims, causes, suits or other liability for any loss, harm, damages, costs or expenses, whether known or unknown to you, including without limitation property damages, personal injury and/or death arising out of participating in this Sweepstakes, or the acceptance, possession, use or misuse of any prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery, **including, without limitation, any such Claims alleging or arising as the result of Released Parties' negligence** (together, "**Claims**").

(c) You agree to forever waive any and all Claims against the Released Parties and acknowledge and agree that the foregoing waiver and release shall be binding on your heirs, estate, successors and assigns.

**FOR RESIDENTS OF THE STATE OF CALIFORNIA:** You acknowledge and agree that your release and waiver extends to the following, the protections of which you explicitly waive:

California Civil Code Section 1542: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

### **DISPUTE RESOLUTION**

Except where prohibited, entrant agrees that any and all Claims, disputes and/or controversies 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 Province of Ontario.** These Official Rules, including their interpretation, validity and enforceability, shall be governed by, and construed in accordance with, **the laws of the Province of Ontario** without giving effect to any choice of law or conflict of law rules. 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, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS PROMOTION WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

### GENERAL

As indicated above, Sponsor's decisions in connection with these Official Rules are final and binding. Without limiting your assumption of risk above, you specifically acknowledge that Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

We reserve the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond our reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by us in our sole discretion. We, in our sole discretion, reserve the right to disqualify any entrant we determine to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Our failure to enforce any term of these Official Rules will not constitute a waiver of that provision or any other provision of them.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <https://www.thehamiltonprincess.com/mothers-day/> or send an email to [HAM.Princess.1609@gmail.com](mailto:HAM.Princess.1609@gmail.com) with subject line: Mother's Day Giveaway Sweepstakes Official Rules Request. All requests must be received by May 19, 2024, at 11:59:59 PM ET.

**WINNER CONFIRMATION REQUEST:** For a written list of the winners, (available after May 12, 2024), send an email to [HAM.Princess.1609@gmail.com](mailto:HAM.Princess.1609@gmail.com) with subject line: Mother's Day Giveaway 2024 Sweepstakes Winner Confirmation Request. All requests must be received by June 12, 2024, at 11:59:59 PM ET.