

Vacation Sweepstakes Official Rules

These are the Official Rules for the “Summer Vacation Giveaway” sponsored by Hotel Valley Ho (“HVH”) (“Sponsor”). By entering the Sweepstakes, entrants agree to comply with and be bound by these Official Rules.

1. **How to Enter:** During the Promotion Period (defined below), participants are automatically entered by making a room reservation via the HVH Home-Run Package offer. (participants for the automatic entry method must make a room reservation by January 31, 2018). For additional entries, send a self-addressed, stamped envelope or postcard specifying “Summer Vacation Giveaway”, Hotel Valley Ho 6850 E. Main Street Scottsdale, Arizona 85251.
2. **Winning Entry; Prizes:** The winning entry will be drawn, following the Promotion Period, via a random selection process from the pool of eligible entries. Entrants selected must comply with all terms and conditions of these Official Rules, as determined by Sponsor. Winning is contingent upon fulfilling all requirements. Only One (1) prize will be awarded. All decisions of Sponsor are final and binding with respect to this Sweepstakes. The prize for the Sweepstakes winner is: a Four (4) day, Three (3) night Summer vacation stay at HVH. Stay must be booked between the dates of May 1, 2018 and September 30, 2018. No alternative prize, cash equivalent, or other substitution is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal approximate value. The prize winner will be announced on March 31, 2018 by the Sponsor.
3. **Sweepstakes Schedule and Timing:** The Sweepstakes begins on January 1, 2018 at 12:01:00 a.m. Mountain Standard Time (“MST”), and ends on January 31, 2018 at 11:59:59 p.m. MST (“Promotion Period”). Sponsor’s time clock is the official clock for this Sweepstakes.
4. **Notification and Redemption of Prizes:** Sponsor will notify the winner(s) via a method that Sponsor selects, on March 31, 2018. A winner is subject to verification, including verification of age. If a potential winner cannot be contacted within 72 hours after the first attempt to contact him/her, or if he/she fails to satisfy all conditions to acceptance described below, or to qualify for any other reason under these Official Rules, Sponsor may select an alternate entrant at random from among all eligible entries received. A winning entrant is only a winner after notification by the Sponsor and compliance with the terms and conditions of these Official Rules, as determined by Sponsor.
5. **Conditions to Acceptance of Prizes:** Except where prohibited, by accepting a prize, each winner consents to the use of his or her name, likeness, voice, opinions, biographical information, hometown and state and/or other personal information in advertising without additional compensation and agrees to provide the Sponsor with anything reasonably required by the Sponsor to document such consent. Winners shall bear any and all costs associated with participating in the Sweepstakes or winning a prize. All applicable taxes, including any federal, state, or local tax liabilities, are the sole responsibility of the winner(s) and the winner(s) may receive an IRS form 1099 for the approximate retail value of the prize.
6. **Eligibility and Restrictions:** Participation constitutes full and unconditional agreement to and

acceptance of these Official Rules. There is no additional charge, fee, purchase, or other consideration required to enter or win the Sweepstakes. Qualified entrants are limited to individuals who are eighteen (18) years of age or older on the date of entry. The Sweepstakes is void where the Sweepstakes, or the method of entry or any other aspect of the Sweepstakes, is prohibited or restricted by, or in violation of, law.

7. Odds of Winning: Chances of winning depend on the number of eligible entries received during the Promotion Period. The winning entries for the Prizes will be drawn from the eligible entries submitted.

8. Administration, Application and Interpretation: Whenever Sponsor has the option, right or responsibility under these Official Rules to take any action or make any decision, judgment or determination, Sponsor reserves the right to do so (or decide not to do so) in its sole and absolute discretion, for any reason or no reason, without being required to explain or consider the consequences of its actions or the advice, opinions, perspective or rights of anyone else. This is necessary for the efficient operation of the Sweepstakes. Sponsor reserves the right to apply and interpret these Official Rules and conduct and administer the Sweepstakes. Any decision by Sponsor regarding the Sweepstakes, including eligibility of entrants and determination of the winners, shall be final and binding.

9. Right to Cancel or Modify Sweepstakes: The Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures destroy the integrity of the Sweepstakes as determined by the Sponsor. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, network overload (Internet/phone/cellular) or any other causes which Sponsor deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes or these Official Rules, change the Promotion Period, and select a winner from entries received prior to the action taken or in such other manner as Sponsor may deem appropriate.

10. Release and Limitation of Liability: Neither the Sponsor, nor its parent or affiliates, nor their respective agents, officers, directors, employees, agencies, or attorneys, are responsible for, and entrants release all such parties from any claim, cause of action or liability, including without limitation those relating to any personal injury, death, loss, expense or damages of any kind, under any theory of law or in equity, arising from, (a) entry or participation in the Sweepstakes or limitation on entrant's ability to do so; (b) acceptance or use of any prizes awarded in the Sweepstakes; (c) incomplete, lost, late, damaged, illegible or misdirected e-mail and/or postal mail or other communication; (d) hardware or software failures of any kind; (e) lost or unavailable network connections; or (f) failed, incomplete, garbled or delayed computer transmissions, whether any of the foregoing are caused by users or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of submissions.

11. General Conditions: Sponsor reserves the right to disqualify any individual it believes or finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting

in violation of these Official Rules, or in any unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by any court of competent jurisdiction located in the State of Arizona; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) 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 as expressly allowed herein, and further waives 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, or the rights and obligations of the entrant and Sponsor 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 (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona. In the event of a dispute, entries will be deemed to have been submitted by the owner of the e-mail account on the entry. For these purposes, an email account holder shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with such e-mail account.

13. Winners List/Rules Request: For winner's name (first initial, last name) or Official Rules, send a self-addressed, stamped envelope specifying "Official Rules" or "Winner List", Summer Vacation Giveaway", Hotel Valley Ho 6850 E. Main Street Scottsdale, Arizona 85251.