#Super8SnapsSweeps Contest Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS, A VALID EMAIL ACCOUNT AND A VALID FACEBOOK OR INSTAGRAM ACCOUNT REQUIRED FOR ENTRY. A WYNDHAM REWARDS MEMBERSHIP NUMBER REQUIRED FOR RECEIPT OF CONTEST PRIZE. SUBJECT TO ALL FEDERAL, STATE, PROVINCIAL, MUNICIPAL AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

Void outside the United States and Canada and where prohibited by law. The #Super8SnapsSweeps ("Contest" or "Promotion") begins 02/14/2017 at 06:00 Eastern Time ("ET") and ends 12/31/2017 at 23:59. ET ("Contest Period"). Administrator's computer is the official time-keeping device for this Contest.

Eligibility. The #Super8SnapsSweeps is open to entry by all legal residents of the fifty (50) United States, the District of Columbia and Canada who are at least twenty-five (25) years of age at the time of entry ("Entrant"). Employees, officers and directors of Super 8 Worldwide, Inc., Wyndham Hotel Group and Wyndham Hotel Group Canada, ULC (collectively, the "Sponsor"), Tailfin Marketing ("Administrator"), their marketing agencies, parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising/public relations/promotional/fulfillment agencies, web site providers, web masters, as well as the immediate family (defined as parents, spouses, partners, children and siblings, regardless of where they live) and household members of each such employee, officer and director are not eligible to enter or win. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all applicable requirements set forth herein. A valid e-mail account and Instagram or Facebook account, which may be obtained for free, is required for entry. Enrollment in the Wyndham Rewards program is required for receipt of Contest prize. If Entrant is already a member, it will be necessary to include Entrant's Wyndham Rewards membership number to receive Contest prize. If Entrant is not a Wyndham Rewards member, it will be necessary to enroll. Enrollment is free and the Wyndham Rewards membership number may be easily obtained by clicking on the link provided to become a Wyndham Rewards member and inputting the required information to instantly receive a new member number. For terms and conditions of the Wyndham Rewards points program, go to https://www.wyndhamrewards.com/terms. Entrant chosen as the winner will be announced via Super 8 Facebook and Instagram pages. Entrant will be notified via Facebook or Instagram private message to facilitate receipt of the Contest prize.

An Entrant is not a winner of any prize unless and until entrant's eligibility has been verified and entrant has fully complied with these Official Rules and he/she has been notified by Sponsor or its agency (i.e., Administrator) to such effect. 2. How to Enter. During the Contest Period, visit the official Super 8 page (www.super8.com) and follow the instructions to enter. To enter the Contest, participants must post a picture of themselves at a Super 8, with recognizable Super 8 property elements, on their personal social media account, (including Instagram or Facebook), and include the hashtag "#Super8SnapsSweeps" in the post copy. (A completed post will be considered an "Entry".) Participants are responsible for ensuring their Entry is in compliance with the legal requirements (if any) of their representative country. Each Entry during the Contest period shall qualify as one (1) entry into the Contest.

Completing a Post with #Super8SnapsSweeps (together, the "Entry Submission") online is the only means of entering the Contest.

Submissions must be in compliance with all of the following **Content Requirements**:

- (a) Must be the original work of the Entrant (DO NOT COPY OTHERS' WORK);
- (b) Must not violate the rights of any third party (this includes rights of trademark, copyright, right of publicity, right of privacy), as well as not defaming or libeling another person;
- (c) Must not be inappropriate for publication, obscene or profane;
- (d) Must have been created specifically for this Contest and must not have been previously published;
- (e) Must not advocate violence, cruelty to animals, alcohol/drug use or any illegal activity;
- (f) Must not advocate a cause or concern that is inconsistent with Sponsor's reputation, image or goodwill or otherwise bring Sponsor or its Super 8 brand into disrepute or reflect adversely on same.

Incomplete, illegible, corrupted, or untimely Entry Submissions are void and will be disqualified (and Entrant will not be eligible for a prize in the Promotion). Sponsor and its agencies are not responsible for lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise.

Entrants may submit as many entries as desired during the Contest Period. In the event of a dispute as to identity of any Entrant, the Entrant assigned to the Facebook or Instagram user name used to enter the Contest (as determined by Sponsor/Administrator in their sole discretion) will be deemed the Entrant.

3. Selection of Winners.

Judging of Submissions. During the first ten (10) days of each month, Submissions will be judged by a panel of four (4) judges consisting of employees of Sponsor and Administrator (together, the "Judging Panel") from among all eligible Submissions received during the previous month. The determination of the Prize Winners by the Judging Panel will take place at

Administrator's offices in Atlanta, Georgia (USA) or at another location of Sponsor's sole choosing. Each judge on the Judging Panel will score each Submission based on the following weighted criteria (the "Judging Criteria"):

- (1) Overall creative expression
- (2) Image Clarity and artistic composition
- (3) Overall originality of photo, caption
- (4) Demonstration of guests enjoying stay at a Super 8

The one (1) submission on either Facebook or Instagram with the highest scores will be deemed the potentially winning submission ("Winning Submissions").

The Judging Panel's decisions are final and binding as to all matters relating to the selection process, and the application of the Judging Criteria shall be in the sole and absolute discretion of the Judging Panel. In the event of a tie or dispute or for any other reason that Sponsor deems necessary, the tied Submissions will be re-judged by the Judging Panel based on the overall creative expression (specified above) alone. If, however, the Submissions continue to be tied, the Judging Panel will continue thereafter to apply each Judging Criterion, in the order set out above, as needed to break the tie. Sponsor and Administrator disclaim any liability from claims relating to the judging or awarding process, and Entrants agree to waive any claims against Sponsor, Administrator, and Judging Panel relating to the judging or awarding process.

An Entrant whose Submission was selected as a Winning Submission will be notified by e-mail or phone, in Sponsor's sole discretion, within five (5) days after the Judging Panel has concluded its evaluation of the Submissions. Each potential winning Entrant will be required to sign an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit and Release") attesting to full compliance with all terms of these Official Rules. Failure to provide the required Affidavit and Release may result in disqualification of the winning Entrant.

If a potential winning Entrant cannot be contacted, if the potential winning Entrant fails to sign and return the Affidavit and Release within the specified period, or in the event that the potential winning Entrant is disqualified for any reason, Sponsor may choose an alternate winning Entrant in the manner set forth above.

Upon receipt of all required documentation, the Winning Submissions may be posted on the official Super 8 Facebook page, Super 8 Instagram page or elsewhere in Sponsor's sole discretion. But, nothing herein in any way obligates Sponsor to post a Winning Submission on the Super 8 Facebook page (ww.facebook.com/super8), Super 8 Instagram page (@Super8hotels) or elsewhere and its failure to do so will not result in any liability to Sponsor. Winning Entrants understand and agree that Winning Submissions (if applicable) may not appear in their entirety or may appear to differ from the content originally submitted due to space limitations or other factors. Sponsor/Administrator expressly disclaim any and all liability in conjunction with same. POSTED WINNING SUBMISSIONS REPRESENT SOLELY THE VIEWS AND OPINIONS OF THE INDIVIDUAL ENTRANT, NOT THOSE OF SPONSOR.

5. Prizes.

Grand Prizes one (1) per month:

Each winning Entrant (each a "Grand Prize Winner" and collectively the "Grand Prize Winners") will receive Wyndham Rewards 30,000 points of equal value to 2 nights in a Super 8 hotel.

Wyndham Rewards points do not expire. Black-out dates and advanced notice requirements may apply.

If actual value of a Grand Prize is less than approximate retail value, winner will not receive the difference in cash. Grand Prize Winners are solely responsible for other expenses/fees associated with prize receipt and use.

Grand Prize Winners are solely responsible for taxes (as applicable). Sponsor will report prize value as required by the applicable law of Sponsor's jurisdiction and Grand Prize Winner's jurisdiction.

No substitution, assignment or transfer of prizes permitted, except by Sponsor, which reserves the right in its sole discretion to substitute a prize (or prize component) with another prize of greater or equal value if advertised prize/prize component cannot be awarded as stated for any reason. Grand Prizes and prize components are subject to availability. Wyndham Rewards points are subject to terms and conditions of use, as published or indicated thereon.

Sponsor will not replace any lost or stolen prizes/prize components after delivered to winner.

6. General Conditions. Administrator's computer is the official clock for purposes of participation in the Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and, subject to applicable law, modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules and/or terminate the Contest and award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria described above or make the prizes available by some other means deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with the spirit of these Official Rules. Notice of such action by Sponsor will be posted on Super 8 official Facebook page at www.facebook.com/super8. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, and/or the legitimate operation of this Contest, or to be acting in violation of these Official Rules or in a disruptive or

unsportsmanlike manner or with the intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately damage Sponsor's or any related Promotion web site or undermine the legitimate operation of this Contest may be a violation of criminal and civil laws 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 (as well as disqualifying such individual, if appropriate). Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Contest, except as expressly set forth in these Official Rules. These Official Rules (or that of any other promotion of Sponsor) may not be published elsewhere without the express written consent of Sponsor, which may be withheld for any reason.

7. Grant of Rights in Submission; Publicity. Entrant grants to Sponsor and its designees the irrevocable, worldwide, royalty-free, transferable, sublicensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the Submission he/she submitted as part of his/her entry in the Promotion in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to him/her, as well as waiving any "Moral Right of Authors" (*Droit Moral*) in the Entry Submission. Entrant further agrees, upon Sponsor's request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such license rights.

Entrant acknowledges that Sponsor has broad access to ideas, stories, and other literary/artistic materials submitted to it from outside sources or being developed by its own employees; and, such ideas/stories/literary/artistic materials may be competitive with, similar to or even identical to the content of an Entry Submission submitted by an Entrant in the Promotion. And, in such instance, Sponsor and its agencies shall have no liability to Entrant, or any third party in conjunction therewith. Further, in participating in the Contest, Entrant understands and agrees that Sponsor and its agencies have no duty of confidentiality, fiduciary duty or the like with regard to the Entry Submission he/she has entered in the Contest.

**IMPORTANT NOTE: Entrants should not incorporate into their Entry Submissions any intellectual property of any third party without such third party's consent for such use. Any Entrant who incorporates any intellectual property owned by a third party into his/her Entry Submission does so at his/her own risk. If Sponsor or Administrator suspects or is duly notified that any component of an Entry Submission infringes upon the rights of another person or entity, such Entry Submission may be disqualified and may result in disqualification of Entrant as discussed in Rule 3 above. All decisions regarding intellectual property issues and Entry Submissions are final and binding and not subject to appeal.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES GRAND PRIZE WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS PARENT, SUBSIDIARIES, AFFILIATES, FRANCHISEES, ADVERTISING AND PROMOTION AGENCIES, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE GRAND PRIZE WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE/PROVINCE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING, WITHOUT LIMITATION, THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNESS SHALL HAVE THE WORLDWIDE RIGHT TO EDIT, PUBLISH AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

8. Release and Limitations of Liability. By participating in this Promotion, Entrants agree to release and hold harmless Sponsor, its marketing agencies, and their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising/public relations/promotional/prize fulfillment agencies, prize suppliers and each of their respective officers, directors, employees, shareholders, representatives, successors, assigns and agents, as well as Facebook, Inc. ("Released Parties"), from and against any claim or cause of action arising out of participation in the Contest or the awarding, receipt, acceptance, use and/or misuse of any prize.

The Released Parties are not responsible for, and, without limiting any other term or condition of these Official Rules, Entrant hereby releases Sponsor and its agencies from any claims or causes of action arising from: (1) incorrect or inaccurate transcription of entry information, winner verification information, or lost, stolen, illegible, incomplete, misdirected Entry Submissions or Entry Submissions received through impermissible, unauthorized or illegitimate channels, all of which will be disgualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of website or any other service; (4) unauthorized human intervention in any part of the entry process or the Contest and/or incomplete, inaccurate or incomplete information being displayed on website whether due to unauthorized human intervention, equipment failure/malfunction or other cause; (5) electronic or human error which may occur in the administration of the Contest or the processing of Entry Submissions; (6) any injury or damage to persons or property, including but not limited to Entrant's computer (or any information/materials stored thereon), which may be caused, directly or indirectly, in whole or in part, by Entrant's participation in the Contest or from downloading any material from Sponsor's or related web site(s), regardless of whether the material was prepared by Sponsor, its agency, or a third party, and regardless of whether the material is connected to Sponsor's or agency's web site by a hypertext link. Proof of sending or submission of Entry Submission will not be deemed proof of receipt by Sponsor.

BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES, WITHOUT LIMITING ANY OTHER TERM

OR CONDITION OF THESE OFFICIAL RULES, THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH), OR PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY), IN EACH CASE, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY SUBMISSION OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES, WITHOUT LIMITING ANY OTHER TERM OR CONDITION OF THESE OFFICIAL RULES, THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEB SITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. Disputes. To the fullest extent permitted by law, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or the award of any prize shall be resolved individually, without resort to any form of class action, exclusively in the federal courts in the County of Morris, the State of New Jersey (USA) and Entrant consents to the personal and exclusive jurisdiction of said courts and expressly waives any right of change of venue, forum non conveniens or any like right; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (3) 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 for actual out-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. Subject to applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of the Entrants and Sponsor in connection with the Contest and/or any such dispute/claim/cause of action shall be governed by and construed in accordance with the laws of the State of New Jersey (USA) with the sole exception of New Jersey law governing choice of law/conflict of laws.

10. Privacy. Sponsor and its agencies collect personal information from you when you participate in the Contest. In conjunction with participation in the Contest, you are providing your information to Sponsor. The information collected is subject to the Sponsor's Privacy Notice at http://www.wyndhamhotelgroup.com/terms-policy/privacy-policy.

11. Winners' List. For first name and last initial, and state of Contest Grand Prize Winners, send an email with Subject Line: "#Super8SnapsSweeps" to Super8@wyn.com Requests must be received by 23:59 ET, 12/31/2017.

SPONSORED BY: Super 8 Worldwide, Inc. and Wyndham Hotel Group Canada, ULC, 22 Sylvan Way, Parsippany, New Jersey USA 07054.

ADMINISTRATOR: Tailfin Marketing, 1246 Virginia Ave. NE, Atlanta, GA 30306

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