Hilton Hotels and Resorts BMGs Giveaway Terms & Conditions

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 Hotels and Resorts BMGs Giveaway (the "Giveaway"), you must be at least 18 years of age and a legal resident of United States. Employees, officers and directors of Hilton Domestic Operating Company LLC ("Sponsor"), its parents, subsidiaries, affiliates, franchisees, advertising and promotion agencies, and anyone involved in the production or administration of the Giveaway, and any member of the immediate family or household of any such persons, are not eligible. Giveaway is void where prohibited. The Giveaway is subject to all applicable laws and regulations. Entry begins at 12:00:01 a.m. Eastern Time ("ET") in the United States on February 4, 2017 and ends at 11:59:59 p.m. ET on February 5, 2017 (the "Entry Period").

How to enter: During the Entry Period, eligible users can submit an entry by doing both of the following steps:

1. Following Hilton Hotels and Resorts Twitter (@HiltonHotels) and…
2. Respond to the posted question

All terms and conditions of Instagram apply.

General Entry Conditions. By following the two steps outlined above, the user will be eligible for one Giveaway entry. There is a limit of one entry per Instagram handle and a limit one (1) prize per entry. Entries will not be acknowledged or returned. 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 Giveaway. 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 Giveaway. 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, Giveaway 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.

WINNER SELECTION, NOTIFICIATION AND ODDS OF WINNING: There will be a random drawing of submissions on February 5. Sponsor, whose decisions are final and binding, will select a total of one (1) potential winners via random drawings from among all Eligible Entries received. Limit one (1) prize per person which will include two (2) Be My Guest certificates valid for a total of 2 night stays at any Hilton Hotel and Resort property. Odds of winning will depend upon the number of Eligible Entries received. Potential winner will be notified via Instagram Direct Message. Potential winners will be required to confirm his/her email address and/or street address for paperwork delivery and/or prize delivery within 24 hours of notification. If a potential winner does not confirm his/her address within 24 hours of initial contact, the prize will be forfeited and an alternate potential winner(s) will be selected in a from among Eligible Entries. The potential winners may be required to provide a photocopy of their government issued ID to verify age; sign and return an Affidavit of Eligibility and Liability Release, and where legal, a Publicity Release; as well as provide an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification) each of which, if issued, must be completed, signed and returned within eight (8) hours, or the prize may be forfeited and awarded to an alternate potential winner(s). Return of any prize/prize notification as undeliverable or lack of response by a potential winner(s) noncompliance with these Official Rules may result in disqualification and selection of an alternate potential winner(s).

If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the Instagram account used to enter the Giveaway (as per the Facebook/Twitter/Instagram account provider's records). The "authorized account holder" is defined as the natural person to whom the Facebook, Twitter and/or Instagram account is assigned by an internet service provider, online service provider, social media platform or other organization (e.g., business, educational institution, etc.) that is responsible for assigning accounts associated with the submitted Facebook and/or Twitter and/or Instagram account.

PRIZE CONDITIONS AND APPROXIMATE RETAIL VALUES ("ARV"): One (1) prize winners will receive two (2) BMG (Be My Guest certificates). Transportation will be the sole responsibility of the winner, any other expenses not specifically mentioned herein as part of the prizes are the sole responsibility of the winner(s), including but not limited to, taxes, tips, entertainment, meals, spending money and incidentals. Sponsor is not responsible for any weather, traffic, national security or airline issues that prevent winner and guest from using Prize, in which event any missed portion of the prize is forfeited in its entirety and no substitution will be provided. Winner and guest must comply with all prize rules and regulations. Failure to do so may result in forfeiture of such portion of prize. ARV of the two (2) hotel room nights together is USD$486.00.

Prizes consist of only those items specifically listed as part of the prize. No substitution or transfer/assignment of prize by winner permitted. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these rules, Sponsor will determine the winner by random draw from among the disputed/claimed winners. Under no circumstances will more than the advertised number of prizes be awarded. Prizes are awarded "AS IS."

Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner.

Release of Liability: By entering the Giveaway, entrant agrees to hold Sponsor, its parent, affiliate and subsidiary companies, franchisees and advertising and Giveaway 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 Giveaway 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 Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing or judging of entries, the announcement of the prizes, the incorrect uploading of any photo or essay or in any Giveaway-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 Giveaway. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Giveaway or downloading materials from or use of the Page or any web site. Persons who tamper with or abuse any aspect of the Giveaway 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 Giveaway 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 Giveaway, 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 Giveaway, 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/customersupport/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.

WINNERS LIST: For a list of winners, send a separate self-addressed, stamped envelope to the SPONSOR: Hilton Hotels and Resorts, Marketing Team, 7930 Jones Branch Drive, McLean, VA, U.S.A 22102.

Sponsor: The Sponsor of the Promotion is Hilton Domestic Operating Company LLC, 7930 Jones Branch Drive, McLean, VA 22102.

Instagram: By participating, you release Instagram and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Giveaway and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any information you submit online is to the Sponsor, not to Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram**.**