

BLVD Hotels Contests Rules

Sweepstakes consist of prizes being offered to participants selected on a random basis whereas a contest involves entrant participation and may require participants to use specific skills to solve or complete a specified objective in order to qualify for an award or submit entry material which will be judged using specific criteria. For all purposes hereinafter the term "Contest" shall collectively refer to both sweepstakes and contests.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Eligibility and minimal age requirements vary depending on the nature of the contest. Subject to the specific contest rules; in general, all contestants must be at least 21 years old to be eligible for all contests affiliated with an alcoholic beverage manufacturer or distributor; all contestants must be at least 18 years old to be eligible to participate in contests that include hotel accommodations, motor vehicles, boats, and/or air travel as prizes, and unless otherwise stated in the Official Contest Rules, no one under the age of thirteen (13) will be permitted to enter any contest. BLVD Hotels Contests are open to legal residents of the fifty (50) United States and the District of Columbia, as well as past guest or followers of hotel throughout the world. If you are not the required age as of time of entry, you are not eligible to enter the Contest or to win a Prize. **VOID IN ANY LOCATION WHERE PROHIBITED OR RESTRICTED BY LAW.** Odds of winning depend upon the number of eligible entries received during the Contest Period. Refer to the specific contest's Official Contest Rules for more details and exact eligibility requirements.

BLVD Hotels will conduct its promotional contests substantially as described in the official contest rules, and by participating, each participant agrees as follows:

The Company may from time to time conduct contests concurrently and simultaneously on several participating hotel outlets owned and not owned by the Company, and in various States, and the Company may add or remove participating properties or change details of any participating location at any time during a contest as announced on the property's email, website and/or social media outlet. For a list of participating hotels for each individual contest, please visit www.blvdhotels.com and click on the "contest" tab.

The Contests are administered by the Company unless otherwise specified in the official rules and any questions, comments or complaints regarding the Contest must be directed to the contest administrator, unless otherwise specified. Entrant(s) acknowledges and understands that any information provided will be used for administering the Contest and in accordance with BLVD Hotels privacy practices. The Company together with the contest sponsor(s), promotional partner(s) and administrator(s) are herein collectively referred to as the Contest Entities.

1. Description of BLVD Hotels Contest Procedures and Participation. BLVD Hotels will run several online; email and other various contests throughout the year on its collective of communication platforms. For these Contests, the Contest Period, duration and timing will be identified by the outlet at the time the Contest is announced or otherwise disclosed in the specific contest rules. Contest dates will vary from contest to contest as determined by BLVD Hotels, please refer to the official contest rules for the respective contest to determine the "Contest Period" and other material terms applicable to the contest.

METHODS OF ENTRY: *Online audience to streamed broadcasts may experience a lag in transmissions due to buffering limitations.*

Visit BLVD Hotels' website [www.blvdhotels.com] for the details on the most recent contest, as well as how to enter or participate in a specific contest. The dates, times, entry methods, winner selection and prizes will vary with each BLVD Hotels giveaway, as determined by the BLVD Hotels and announced.

For **Register online to win contests** start by visiting BLVD Hotels website [www.blvdhotels.com] during the stated contest period and follow the contest links to complete the on-line registration form. Valid contest entries must contain all information requested and must be received by the Website's administrator on or before the deadline for registration. Limit one (1) online entry per name and/or verified email address unless otherwise stated in the specific contest rules. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. Incomplete and/or prohibited multiple entries will be disqualified.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE COMPANY, SPONSOR OR ADMINISTRATOR, THE DECISIONS THE COMPANY, ADMINISTRATOR AND/OR SPONSOR(S) ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR CONTEST WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

1. Receiving a prize is contingent upon compliance with these general contesting guidelines and subject to the Official Rules of the specific contest. The potential winners will be notified by mail, email or phone. The potential prize winner and, if the potential prize winner is under the age of the majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi), the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required release(s) (except where prohibited), twenty four (24) hours after the first date of notice or attempted notice is sent or the first delivery attempt to entrants e-mail address or otherwise, in order for the potential prize winner to be qualified and or claim his/her prize, unless otherwise stated in the Official Rules or per the instruction given at the time of notification. If a potential winner of any prize cannot be contacted, fails to sign and return the required forms within the specified time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of any prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which, the prize will remain unawarded. Prizes typically will be fulfilled approximately 4-6 weeks after the conclusion of the Contest.

2. Prize(s). No more than the advertised number of prizes shall be awarded. The prize is awarded if properly claimed according to the Rules and if there are sufficient eligible entries. BLVD Hotels does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of winner(s). If the winner is disqualified or is found to be ineligible for the contest, the Company reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. Conditions and restrictions may apply. The total approximate retail value ("**ARV**") of the Grand

Prize will vary from contest to contest as determined by the BLVD Hotels; refer to each contest's official rules for prize descriptions, value and conditions. The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize, except in Company's sole discretion. All prizes must be picked up from the BLVD Hotels within 30 days of the contest end date unless

otherwise stated or instructed at the time the winner is selected or unless required as in date specific prizes. Failure to do so may result in forfeiture of prize in its entirety. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. Winner agrees to accept all blackout dates, space availability requirements, etc. established by The Company's prize partner(s), such as theme parks, airlines, trains, ships, etc. Winner agrees that acceptance of any trip taken as a prize from The Company does so entirely upon their own initiative, risk and responsibility. **Prizes must be picked up at BLVD Hotels' Corporate Office [10730 Ventura BLVD, Studio City, CA] business office (address above) between the hours of 1PM and 5PM PST, Monday-Friday only, with the exception of special holiday hours as determined by the Company when appropriate.** The Company business office will be closed on weekends and all major holidays. If you are picking up a prize for yourself, or as a proxy for other winners at The Company business office, you will be limited to picking up for no more than three (3) people total at any given time (per person, per household). Additionally, and in a case by case basis, certain prizes can be mailed to the winner's home. Proper contact and mailing information is necessary to assess the feasibility of delivery, as well as assure the payment would be met.

For certain prizes which are date specific such as event or concert tickets, the Company is not responsible for the cancellation or rescheduling of any event and no substitution or compensation shall be awarded. Company reserves the right to not award the grand prize associated with that canceled event or concert, without any payment or obligation to the winner or potential winner. Any provided tickets are subject to certain terms and conditions specified thereon. Location of seats and tickets are in Company's sole discretion or may be predetermined as supplied by the Sponsor. Winners are solely responsible for any taxes on their respective prizes. No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Company. If a prize, or any portion thereof, cannot be awarded for any reason, Company reserves the right to substitute such prize with another prize of equal or greater value, as determined by the Company in its sole discretion.

If a winner cannot be contacted or is found to be ineligible or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award the prize, at its sole discretion. If actual value of the prize is less than the stated ARV, or the winner or his/her guest(s) and/or eligible travel companion(s) forfeit, do not use, or are determined ineligible for any portion of the prize, the winner will not receive the difference between the actual and approximate retail value, and such difference will be forfeited. **ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.**

The prize elements will be awarded as described in the Official Rules (subject to legal restrictions, etc). Unclaimed prize(s) will not be awarded.

3. Eligibility and Limitations. The age limit will vary from contest to contest as determined by the BLVD Hotels, please refer to each contest's official rules. Subject to the specific contest rules, in general, all contestants must be at least 21 years old to be eligible for all contests affiliated with an alcoholic beverage manufacturer or distributor and must be at least 18 years old to be eligible to participate in contests that include hotel/motel accommodations, motor vehicles, boats, and/or air travel as prizes. No one under the age of thirteen (13) will be permitted to enter a contest under any circumstances. Unless otherwise stated in the official contest rules, participants and winner(s) must be at least 18-years old, as of the date of entry and prize award and is a legal resident of the 50 U.S. or D.C. Participants and winners must reside within the participating BLVD Hotels Total Market Area (TMA) as determined by the BLVD Hotels or otherwise defined by Nielsen. Commonly the TMA represents the total overall radio BLVD Hotels comprehensive listening market audience within a geographic area encompassing all industry defined media market areas.

In the event a participant must be at least 18 years old but are not the age of majority in their state of residence, then whichever is older, shall determine the minimum age requirement for eligibility of the entrant, when applicable. If the Contest is open to minors and/or if entries include minors, prizes may be awarded to the minor's parent or legal guardian and a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor., a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Unless otherwise stated in the specific Official Contest Rules, only one (1) entry per person and only one (1) prize per household for the Contest and for any thirty (30) day period. The potential prize winner and, if the potential prize winner is under the age of the majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi), the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four (24) hours after the first (1st) delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated in the specific contest rules or by way of addendum affecting the individual BLVD Hotels or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be selected from all remaining eligible entries.

Notwithstanding the determined age requirement set forth above, it is strictly prohibited for anyone who does not meet the age requirement at the time of entry to be allowed to participate in the contest. Employees of the Company, the BLVD Hotels, or any Contest's participating sponsors and/or their advertising agencies, employees of other radio or television BLVD Hotels, and members of the immediate family of any such persons are not eligible to participate or win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, cohabitation or other family extension, and any other persons residing at the same household whether or not related.

4. Tampering and Delivery Disclaimer. (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who The Company determines (in its sole discretion) is or is attempting to: (i) tamper with The Company's

Website and/or any part of the Contest; (ii) attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) intending to annoy, abuse, threaten or harass any other participants or The Company's Agents; and/or (iv) otherwise violating the Contest's Official Rules or the Terms of Use of The Company's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE THE COMPANY'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE COMPANY AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. If, in The Company's opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any

portion of this Contest, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Contest, The Company reserves the right to void suspect Entry and/or evaluations and/or terminate the Contest and award the Prize in its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an email address, the entry in question may be disqualified. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Any entry forms in a register-to-win contest must be handwritten. Photocopies or mechanical reproductions of any entry forms are not permitted. Entrants may use the alternative entry method to ensure registration. The BLVD Hotels will at all times consider the time that a message is logged as arriving in its system as being the time of entry, regardless of the time at which the entrant attempted to send the entry and any technical problems or other complications that may have delayed its delivery. The BLVD Hotels may require, on request, proof of identity as to the rightful owner of the phone number from which the text message entry was sent. The BLVD Hotels reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. In the event of termination of the Contest by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company. In no event will the type and quantity of prizes awarded exceed the number of prizes described in the Official Contest Rules.

5. Voting Contests. If the Contest involves listener participation by voting for a Contest participant on the BLVD Hotels website then the voting is limited to one vote per person per verified email address unless otherwise stated in the specific contest rules. If an entrant receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the BLVD Hotels reserves the right to disqualify the entrant in its sole discretion. By participating in the voting portion of any contest, each voting participant agrees to be bound by the official contest rules. If the contest includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Company reserves the right to use another means to determine the winner(s), i.e. random selection or appointing a panel of judges. All decisions of the judges are final.

6. Publicity; Use of Personal Information. By participating, where allowed by law, all winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with the specific promotion and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in a Contest, where allowed by law, participants agree that the Company may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list. For more information about how the Company will use information collected in connection with the Contest, please see Company's privacy policy link by accessing the individual BLVD Hotels website or visit any BLVD Hotels BLVD Hotels during normal business hours for a printed copy. On occasion participant may have the opportunity to opt-in with carefully selected third parties such as the promotional partners, who may offer you products and services of interest with your expressed consent. In the event that participant has agreed to any available opt in opportunities provided from a third party, that may or may not be associated with the Contest, participant understands and acknowledges that information (including participant's personally identifiable information) provided will be collected independently by BLVD

Hotels (the Company) and the third party providing the opt in opportunity and individually be used by both companies subject to the terms of their respective privacy policies. Any available opt-in opportunities are not required to enter the Contest, and consent to opt-in will not improve your chances of winning.

7. Consumer Created Content. If the entry for the contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the company and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the company and the BLVD Hotels a perpetual, worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose. BY SUBMITTING ANY CONTENT, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON COMPANY'S WEBSITE, IN COMPANY'S DISCRETION. Content: (a) must comply with the Official Rules and any Terms of Service on the BLVD Hotels website; (b) must be uploaded through the in format specified and must comply with the posting requirements set forth above and as posted on the BLVD Hotels website; (c) cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) cannot be obscene or offensive, endorse any form of hate or hate group; (e) cannot defame, misrepresent or contain disparaging remarks about Company or its products, or other people, products or companies; (f) cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (g) cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Company does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Company) is grounds for disqualification from the Contest. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Company; (h) no background artwork should appear in an content unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in the content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein; (i) cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (j) cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Company wishes to associate; and (k) cannot depict, and cannot itself, be in violation of any law. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WERE NOT EDITED BY COMPANY AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF COMPANY IN ANY MANNER. Any waiver of any obligation hereunder by Company does not constitute a general waiver of any obligation to entrants. Company reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion. Company reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any entrant resubmit his or her entry which fails to comply with the Contest entry requirements prior to any

judging or voting period. By submitting content you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from a person whose name, likeness or voice is used in the content and (f) and that publication of the content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Company, its BLVD Hotels, and agents from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Company's use of such content, in a form satisfactory to administrator, upon request, prior to award of prize and/or naming of entrant as a winner. By accepting a prize, the winner agrees that his or her content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Company all of his/her right, title and interest in and to his/her video, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Company, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their content. Company reserves the right to alter, change or modify the winning content, in its sole discretion. Upon request of Company, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Company, reasonably necessary to establish the ownership of record of the right, title and interest in and to the content and of the copyrights transferred and "Moral Rights of Authors" waived under the Official Rules. Should Company fail to request the said assignment as stated, that shall not be deemed a waiver of Company's rights and Company may at a later time request the assignment.

8. Releases and Conditions. By participating in any BLVD Hotels Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto. As a condition of participating in the Contest, participants agree and acknowledge that in order to receive a prize, participants must sign an official waiver form provided by the Company and agree to the terms stated within the specific contest rules, including but not limited to the prize conditions in this paragraph. Winner and if applicable, winner's guest must comply with all rules and regulations. Failure to do so may result in forfeiture of prize in its entirety. The Company will have no further obligation to winner. By accepting a prize, the winner must agree to the prize conditions on participation and must sign a release to be eligible to receive a prize and hereby agrees that: (i) that all decisions of the Company, judges, and Contest Entities with respect to the Contest are final and binding; (ii) to release the Company, the Contest Entities all sponsors and their respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Contest and the award or use of the prizes; (iii) to allow the Company to and sponsors to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this contest, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the prize. The Contest Entities are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. All taxes, related fees, other costs and

expenses related to prize acceptance and use not specified in the specific contest rules as being provided are the sole responsibility of prizewinner. The Company does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, or fitness for a particular purpose.

9. Taxes. Any valuation of the prize(s) stated in the Rules is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize(s) which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

10. Conduct and Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret the contest rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. If, for any reason, more bona fide winners come forward seeking to claim the Grand Prize, the winner may be selected in a random drawing from among all persons making purportedly valid claims for the Grand Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the advertised number of prizes will be awarded. All decisions will be made by the Company and are final. The Company may waive or amend any of the rules in its sole discretion. Any reference in the Contest's Official Rules or as part of the Contest to The Company's, BLVD Hotels and/or Sponsor's "discretion" and/or any exercise of discretion by Sponsor, BLVD Hotels or the Company shall mean in Company's, BLVD Hotels and/or Sponsor's "sole and unfettered discretion." Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law. The Company further reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) cancel, terminate or modify the contest if, in the sole discretion of the Company, it is impossible or impractical to complete the contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort ; (iii) alter or amend the Contest rules at any time; and (iv) stop or conclude the Contest at any time without prior notice. Material changes to the contest rules will be broadcast on-air, when practical.

11. Miscellaneous. Specific contests may have additional or amended contest rules. These are to be referenced for the Company's general contesting guidelines and rules, refer to the specific contest's Official Rules for the individual terms. Void outside the United States, and wherever prohibited or restricted by law. BLVD Hotels reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These rules are designed to be fair and equal to all participants. Odds of winning depend upon the number of eligible entries received during the specific Contest Period. Each

winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the BLVD Hotels(s). The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the contest rules, or where required by law, a list of winners, visit the business office of the BLVD Hotels during normal business hours or visit the BLVD Hotels website. All entries become the property of the Company and will not be returned. As a condition of participating in the Contest, participants agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of these contesting guidelines and the specific Contest's Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth therein.

12. Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. BLVD Hotels(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by applicable local and state law.

Disclaimers:

**These rules apply to all BLVD Hotels sponsored contests unless modified or superseded by rules written for a specific contest such as the official rules of the contest, or if inapplicable for such a promotion or contest. In the event any specific contest rule conflicts with any of the general rules provided above, the specific contest rules prevail. BLVD Hotels reserves the right in its sole discretion to supplement or make changes to the rules of any contest at any time without notice. BLVD Hotels reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants. BLVD Hotels shall not be responsible for any administrative errors involved in the execution of any contest*

***Individual BLVD Hotels reserve the right to amend portions of the General Contesting Guidelines such specifically the eligibility of winner.*

In the event that an individual BLVD Hotel has made changes subject to the official rules, said changes shall individually apply to that specific BLVD Hotel individually and that BLVD Hotel's audience participation and shall not apply to any other individual BLVD Hotels. To determine if your local BLVD Hotels has provided an addendum to these rules or for more information about the local BLVD Hotel's eligibility for participation you may contact the local BLVD Hotel during regular business hours. Individual BLVD Hotels may or may not amend portions of these guidelines at a local level in their sole discretion. If an individual BLVD Hotel has amended any portion of these Guidelines, the BLVD Hotels will provide an addendum to these rules which will be deemed part of the General Contesting Guidelines for the individual BLVD Hotels identified on the addendum.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE COMPANY, SPONSOR OR ADMINISTRATOR. THE DECISIONS THE COMPANY, ADMINISTRATOR AND/OR SPONSOR(S) ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE NOTICE SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS

BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. RECEIVING A PRIZE IS SUBJECT TO VERIFICATION OF ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES.

For Contests which require participants to submit user created content for entry the following general terms and conditions shall apply, subject to the respective contest official rules that the contestant is participating in.

SUBMISSION TERMS AND CONDITIONS

By submitting a video or photo or other content created by you ("Submission") for a Contest conducted by BLVD Hotels, you hereby warrant and represent your entry conforms to the requirements as set forth herein and as stated in the Contest Official Rules available on this website. By making a Submission, you hereby agree to be bound by the Terms & Conditions and by the Contest Official Rules. All Contest entries are subject to the Contest Official Rules. In general all submissions must meet the minimal following requirements:

- Submission cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- Submission cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Submission cannot be obscene or offensive, endorse any form of hate or hate group;
- Submission cannot defame, misrepresent or contain disparaging remarks about BLVD Hotels or its products, or other people, products or companies;
- Submission cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Submission cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical "samples" other than the musical tracks provided) without permission; * Submission cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than you, without permission from the third-party or a parent or legal guardian if the third-party is a minor;
- Submission cannot communicate messages or images inconsistent with the positive images and/or goodwill to which BLVD Hotels wishes to associate; and
- Submission cannot depict, and cannot itself, be in violation of any law.

BY MAKING A SUBMISSION, YOU ACKNOWLEDGE THAT YOUR SUBMISSION MAY BE POSTED ON BLVD HOTELS WEBSITE, IN BLVD HOTELS DISCRETION. BLVD Hotels reserves the right to, and may or may not; monitor/screen Submissions prior to posting them to the Website. By making a Submission, you acknowledge that BLVD Hotels has no obligation to use or post any Submission you make. You hereby agree to grant BLVD Hotels and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Submission in any way, in any and all media, without limitation, and without any consideration to you.

By making a Submission you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtain permission from a person who's name, likeness or voice is used in the Submission and (f) and that publication of the Submission via various media including Web posting, will not infringe on the rights any third party rights. You further agree to defend, indemnify and hold harmless, BLVD Hotels from any claims to the contrary.

By accepting a prize, you agree that your Submission will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then you agree to irrevocably assign and transfer to BLVD Hotels all of your right, title and interest in and to your Submission, including all but not limited to all copyright and trademark rights which you may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. You hereby waive in favor of BLVD Hotels, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that you may now or later have to your Submission. BLVD Hotels reserves the right to alter, change or modify the Submission, in its sole discretion. Upon request of BLVD Hotels, you shall execute and deliver such additional instrument of assignment, as may be solely deemed by BLVD Hotels, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Submission and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should BLVD Hotels fail to request the said assignment as stated, that shall not be deemed a waiver of BLVD Hotels rights and BLVD Hotels may at a later time request the assignment. Further, BLVD Hotels may request, that you secure from any model(s) or videographer an irrevocable assignment and transfer to BLVD Hotels all of any model(s) or videographer's right, title and interest in and to your Submission, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. The model(s) or videographer may be required to waive in favor of BLVD Hotels, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that the model(s) or videographer may now or later have in the Submission. Should BLVD Hotels fail to request the said model(s) assignment or videographer assignment as stated, that shall not be deemed a waiver of BLVD Hotels rights and BLVD Hotels may at a later time request the assignment(s).

By making a submission, you agree that your Submission is gratuitous and made without restriction, and will not place BLVD Hotels under any obligation that BLVD Hotels is free to disclose or otherwise disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Submission, BLVD Hotels does not waive any rights to use similar or related ideas previously known to BLVD Hotels, or developed by its employees, or obtained from sources other than you.

By accepting the Terms and Conditions you warrant that you are of legal age of majority in your state of residence and have every right to contract in your own name without violating any other commitment.