

Official Rules

Kimpton Taconic Hotel's Wedding Promotion

1. **Contest Period:** Kimpton Taconic Hotel's Wedding Promotion will begin 12:00 a.m. EST on Tuesday, July 12, 2016 and will end at 11:59:59 PM EST on Tuesday, November 1, 2016.
2. **Eligibility:** The Contest is open to all couples who are 21 years old or older at the time of entry and who have a fully executed contract for Kimpton Taconic Hotel to host their wedding with the date of signing falling within the Contest Period. Employees, officers and directors of, 3835 Main LLC and Kimpton Hotel & Restaurant Group, LLC (Kimpton"), and its various hotels, restaurants, parent companies, subsidiaries and/or affiliates ("Kimpton Parties"), and their immediate families (parents, children, siblings, spouses) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. The Contest is void outside the continental United States, and where prohibited by law, regulation, statute or other appropriate authority, and is subject to all applicable federal, state and local laws.
3. **Prizes:** The top entry, based on panel judging (as described below), will win an exclusive wedding discount of 50% off their contracted food and beverage costs, as provided by the property's restaurant, The Copper Grouse, to be hosted at Kimpton Taconic Hotel, and shall also receive a complimentary three-night stay in a deluxe room type at any Kimpton Hotel across the Continental United States. The prize must be redeemed by January 1, 2018. Subject to availability; blackout dates apply.
4. **Prize Restrictions:** Prizes are non-transferable and no cash redemption or substitution) is permitted. In the case of unavailability of prize, Kimpton Taconic Hotel reserves the right to substitute a prize of equal or greater value.
5. **How to Participate:** Between July 12, 2016 and November 1, 2016, in addition to have a fully executed contract for Kimpton Taconic Hotel to host your wedding as outlined above, you must also submit an a video that is five minutes or less, or five to ten photos along with essay of 250 words describing your unique love story, such as how you met, your proposal and/or why marriage is important to you as a couple. Submissions must be made by posting to Kimpton Taconic Hotel's Facebook Page and sending your video or photos to the following email address: jami.poe@taconichotel.com by Tuesday, November 1, 2016 by 11:59 pm EST (collectively "Entry").
6. **Kimpton Taconic Hotel's Submission Requirements:**
 - Once your Entry has been submitted, it is considered final and may not be modified or edited by you.
 - You agree that you shall not submit anything that contains (i) disparaging or obscene language, photographs or film (ii) nudity (iii) images, photographs or film of trademarks and/or logos not belonging to the Kimpton Parties (unless you are permitted to do so in writing by the owners of such trademarks or logos) (iv) images, language, photos or film that is injurious to another party and/or may damage another party's reputation and/or (v) any submission that does not comply with the contest rules listed herein. You also agree that you own all right, title

and interest in and to materials (including without limitation photographs, film images or other content) submitted. You further agree that you are not violating the trademark, copyright or other intellectual property rights of another person or entity and that you have the permission of any person depicted in the materials submitted to use/submit their image. You acknowledge that we expressly condition our acceptance of your submission on your agreement of the preceding requirements, and if it is discovered that you have violated such agreement, we reserve the right to disqualify your submission.

- Once your submission is received by Kimpton, the images, photos, video or other materials submitted become the property of Kimpton and you cannot use these materials for any other commercial/contest purposes.
- Each contestant may submit only ONE Entry. Multiple entries will be disqualified.

7. Winner Selection:

- On November 2, 2016, a Panel of judges designated by Kimpton Taconic Hotel will choose the grand prize winner based on the most moving and impactful story.
- The contest winner will be notified by email on Wednesday, November 2, 2016. If the winner fails to respond within 48 hours after receipt of notification of selection, is ineligible, cannot be notified, or is disqualified, an alternate winner will be selected.
- The confirmed contest winner will then be announced publicly at a winner reveal party hosted by The Copper Grouse at Kimpton Hotel Taconic on Friday, November 11, 2016.
- Winners may be required to complete an affidavit of eligibility and sign a release as a condition of receiving the prize.

8. **Grant of Rights:** Except where prohibited, by participating in the Contest and regardless of whether you are a winner, you grant 3835 Main LLC dba Kimpton Taconic Hotel (“Hotel”), Kimpton its subsidiaries, affiliates, and licensees an exclusive, irrevocable license to use, alter, adapt, publish, distribute, copy, exhibit, display, market, promote, advertise, publicize and otherwise exploit the materials you submit to enter the contest, including your name, signature, likeness, photograph(s), as well as additional photographs, video footage or other images that Kimpton may take of you if you are the winner, in whole or in part, in any manner and for whatever purpose Kimpton shall elect, in any and all media now known or hereinafter developed, including but not limited to the Kimpton websites, other websites, newsletters, press releases, social media sites, television, radio and/or printed materials, worldwide in perpetuity, without further compensation, notification or permission. You shall not claim or be entitled to receive any compensation or credit for such use.

9. **Entrant Representations, Warranties, Indemnification:** By entering, each entrant represents and warrants to Kimpton Parties that his/her entry is (i) completely the original work of the entrant and was written, photographed or filmed solely by the entrant, (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. Entrant agrees to defend and indemnify Kimpton Parties for any breach of the above representations. Further, by submitting an entry, each entrant agrees to indemnify, defend, release, discharge and hold harmless Kimpton Parties and their parent companies,

affiliates, subsidiaries, promotional partners and agents, and all others associated with the development and execution of this Contest, and the officers, directors and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including without limitation (a) claims for injury, loss or damage of any kind resulting from participation in this Contest or acceptance or use of any prize and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright and/or trademark infringement relating to the submission or exploitation of the entrant's concept.

10. **Release:** You hereby release and discharge Kimpton Parties their employees, agents, licensees, successors and assigns from any and all claims, liabilities, demands or causes of actions that it may have or may from now on for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violation of any other right arising out of or relating to any utilization of the rights granted under this agreement. You agree that Kimpton shall have the unlimited right to vary, change, alter, modify, add to and/or delete from the Image in its Use, and to rearrange and/or transpose the Image, and to use a portion or portions of Image together with any other literary, dramatic, digital or other material of any kind. You enter into this agreement voluntarily, without coercion or duress. You agree that you shall be responsible for obtaining the same above consent from all persons that will be named, photographed or filmed in your submission, and in addition to the general indemnity set forth below, specifically agree to indemnify Kimpton for any claims arising out of your failure to gain such consent.

11. **LIMITATIONS OF LIABILITY, DISCLAIMERS/RELEASE:** KIMPTON PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES SHALL THE KIMPTON PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE CONTEST OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE CONTEST OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. BY ENTERING THE CONTEST AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PRIZE- RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE CONTEST, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

12. **Conditions:** All federal, state and other taxes are the sole responsibility of the winner. By participating, entrants, and winners and their guest agree to release and hold harmless the Kimpton Parties and their respective successors and assigns from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Kimpton Parties are not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Participants who do not comply with these Official Rules, attempt to interfere with this Contest or act in an inappropriate or disruptive manner in any way shall be disqualified. There is no purchase necessary to participate. A purchase does not increase odds of winning.

13. **Additional Terms:** Kimpton Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability for you to enter a submission to the Contest, including any injury or damage to your or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Kimpton Parties reserve the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. Kimpton Parties reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the operation of the Contest or web site. Kimpton Parties may prohibit a participant from participating in the Contest or winning the Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Kimpton Parties.

14. **Disputes:** Except where prohibited, Kimpton Parties reserve the right to make all decisions in its sole discretion arising out of or relating to the Contest, and the decisions by Kimpton Parties are final and binding on all matters relating to the Contest. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Arizona; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Kimpton Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Vermont, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than State of Vermont. By

participating in the Contest, you agree that Manchester, Vermont will be the exclusive forum for any formal dispute resolution.

15. **Kimpton:** Kimpton Hotel & Restaurant Group, LLC Street Suite 200, San Francisco, CA 94108. For the name of the winners, or to submit any other questions or comments relating to the Contest, contact Jami Poe at jami.poe@taconichotel.com.