



## *eGifting Sweepstakes*

### *Official Rules*

**NO PURCHASE NECESSARY.**

**A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **Sweepstakes Description.** This sweepstakes is sponsored by BENCHMARK ®, a global hospitality company, 4 Waterway Square, Suite 300, The Woodlands, TX 77380. (*Sponsor*). The sweepstakes begins on November 15, 2017 at 9:00 a.m. EST and ends on December 31st, 2017 at 9:00 a.m. EST (the Sweepstakes Period). Entries must be received by 8:00 a.m. EST December 31, 2017. Sweepstakes is void where prohibited. By entering, each Entrant accepts and agrees to be bound by these sweepstakes rules.
2. **Eligibility.** The eGifting Sweepstakes (the "Sweepstakes") is only open only to legal residents of the 50 United States and its territories who are 18 years of age or older at the time of entry and currently reside in the United States at the time of entry (Entrant(s)). No purchase is necessary to enter or win. This sweepstakes Employees of BENCHMARK ® and each of their respective parent companies, affiliates, subsidiaries, and immediate family members or persons living in the same household of such individuals are not eligible to participate in this sweepstakes. Acceptance of prize is subject to the policies and rules or restrictions of winner's employer. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **How to Enter; Entry Requirements.** There are three (3) methods of entry detailed below. An Entrant does not have to make a purchase to enter the Sweepstakes. An Entrant may enter the Sweepstakes via a free Online or Mail-In Entry Request as set forth below.

***a. Methods of Entry***

- i. ***eGift Card Entry.*** During the Sweepstakes Period, the purchase of an e-gift card from any of the properties and brands affiliated with BENCHMARK ® that sell eGiftify gift cards (namely, the “Participating Properties”) (set forth at [http://www.benchmarkresortsandhotels.com/gift\\_cards/online\\_gift\\_cards\\_participating\\_properties/](http://www.benchmarkresortsandhotels.com/gift_cards/online_gift_cards_participating_properties/)) automatically enters the Entrant in the Sweepstakes. Entrance into the Sweepstakes by means of a gift card purchase is limited to eGift cards only. Purchase of a physical gift card from Sponsor or any of its parent companies, affiliates, subsidiaries will not grant entrance into the Sweepstakes.; or
- ii. ***Online Entry.*** To enter without a purchase, visit [http://www.benchmarkresortsandhotels.com/gift\\_cards/](http://www.benchmarkresortsandhotels.com/gift_cards/) (the “Web Site”) during the Sweepstakes Period and follow the links and instructions to complete and submit the registration form. <http://benchmark-sweepstakes.hmamarketing.com>
- iii. ***Enter your complete name, address, city, state, zip code, month/year of birth, and email address and submit via the Web Site. Entry must be received via the Web Site by December 31, 2017 to be eligible for the Sweepstakes Drawing.*** Entries submitted to the Web Site will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.; or
- iv. ***Mail-in Entry.*** Hand print your complete name, address, city, state, zip code, month/year of birth, and email address on a plain 3" x 5" piece of paper, inserting it into an envelope, affixing sufficient postage and mailing it, in a hand-addressed envelope, to:

**BENCHMARK ® a global hospitality company**, Attn: Sales & Marketing Department,  
eGifting Sweepstakes, 1780 Hughes Landing Blvd., Suite 400, The Woodlands, TX,  
77380

Each entry must be mailed separately, be postmarked by December 30, 2017 and received by December 31, 2017, to be eligible for the Sweepstakes Drawing. Limit one entry per envelope. No mechanically reproduced mailed entries permitted.

- b. ***Incomplete Entries.*** Entries must be filled out completely and legibly to qualify, and will be void if they are, in whole or in part, incomplete, illegible, damaged, irregular, counterfeit, altered, or obtained through theft or fraud. No mechanically reproduced, software-generated or other automated multiple entries are permitted. Sponsor is not responsible for lost, late, illegible, misdirected or mutilated entries, including due to transmission, technical, and/or network failures of any kind, including, without limitation, malfunctioning of any hardware or software (whether originating with sender or Sponsor), telephonic failures, human error, or any other error or malfunction.
  - c. ***Tampering with/Abuse of Entries.*** Entry materials that have been tampered with or altered are void. Any questions regarding the number of entries submitted by an individual shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the sweepstakes.
4. **How the Prize is Awarded and Odds of Winning.** Sponsor will randomly select the winner(s) from among all eligible entries on or about January 19, 2018. Odds of winning depend on the total number of eligible entries received. Winner will be notified by email on or about January 19, 2018. In the event that any prize notification or attempted notification email is returned as undeliverable, or **if any attempted notification by phone is not successful within seven (7) days of the Sweepstakes Drawing, the prize will be forfeited.** and Sponsor reserves the right to randomly select an alternate winner from among the remaining eligible entries. Winner selection is under the supervision of Sponsor, whose decisions are final and binding in all respects. If Entrant's email address, telephone number, or home mailing address changes after he/she enters the Sweepstakes, it is the Entrant's sole responsibility to notify Sponsors by postal mailing notice to the address stated below to be received before the end of the Sweepstakes Period.
5. **Conditions of Acceptance of Prize.** Winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Valid mailing address is required to claim a prize. Winner is subject to verification by Sponsor, whose decisions are final and binding in all matters related to the sweepstakes. An Entrant is not a winner of any prize unless and until Entrant's eligibility has been verified and Entrant has been notified by Sponsor that verification is complete. In the event that winner is determined to be ineligible, the prize will be forfeited and Sponsor reserves the right to randomly select an alternate winner from among the remaining eligible entries.

Winner will be solely responsible for any and all local, state, and federal taxes, as well as license and registration fees incurred by participating in the sweepstakes, including, but not limited to, transportation costs, gratuities and other items of an incidental nature. Prizes may not be exchanged for cash or any other consideration.

6. **Publicity.** Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and its successors, assigns, transferees, licensees, sublicensees, affiliates, employees, agents, independent contractors, and advertising, marketing and public relations agencies to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, entry, pictures, portraits, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade, syndication and/or Sweepstakes on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, digital or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval, which rights winner acknowledges and

agrees Sponsors can transfer, assign, license, and/or sublicense. By entering the Sweepstakes, Entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Sweepstakes and awarding the prize. In addition, by entering, Entrants agree to Sponsor's use of Entrant's personal information as described in its privacy policy at <http://www.benchmarkresortsandhotels.com/privacy> as amended from time to time. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor. Sponsor is not responsible for disclosures made by any third party. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM law and Entrants may subsequently opt-out of receiving further emails by following opt-out instructions contained in Sponsor's privacy policy. All entries become the property of Sponsors upon receipt and will not be acknowledged or returned.

7. **Prizes.** The approximate retail value of the prize is up to \$1000 and consists of an eGift card issued to use at any of the Participating Properties. There is a total of 1 prize to be awarded to 1 winner. Prize subject to any and all applicable terms and conditions. Any depictions of prizes are for illustrative purposes only. All federal, state and local taxes on the prize are the sole responsibility of the winner. Winner will be sent an IRS Federal 1099-MISC tax form for the retail value of any prize at or above \$600. No transfer, refund, substitution or replacement of prize permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). ARV of all prizes is in U.S. dollars. All prizes will be awarded within 1 year of receipt of valid and executed winners' affidavit or prize confirmation. Any portion of the prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted. The winner(s) may use the prize(s) and/or re-gift or transfer the prize(s) to a third party.
8. **Limitation on Liability.** By entering this Sweepstakes, each Entrant forever discharges, releases, and holds harmless the Sponsor and each of its respective parent companies, affiliates, subsidiaries, and immediate family members or persons living in the same household of such individuals from any and all liability, claims, losses, damages, causes of action, suits, and demands of any kind arising from or in connection with the sweepstakes, including, without limitation, responsibility for property damage, loss of life, or personal injury resulting from or in connection with participating in the sweepstakes or from or in connection with use or receipt of the prize, however caused.
9. **Sponsor's Reservation of Rights.** These Official Rules are subject to modification by Sponsor. In the event of a dispute, all decisions made by Sponsor are final and binding. Sponsor reserves the right, in its sole discretion, to disqualify any person who tampers with the entry process or the operation of Sponsor's web site, or who otherwise acts in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to rescind, cancel, terminate, or modify this Sweepstakes in whole or in part, at any time, without notice or liability, for any reason, including, but not limited to, if the Sweepstakes is not capable of completion as planned due to infection by computer virus, technical corruption, force majeure, or non-authorized human intervention that compromises or affects the administration, fairness, integrity, security, or proper conduct of the Sweepstakes.
10. **Disputes.** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State of Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will the Entrant be permitted to obtain awards for, and the Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity,

interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

- 11. Name of Winner.** For the name of winner, send a self-addressed stamped envelope after January 19, 2018, to **BENCHMARK®**, Attn: Sales & Marketing Dept., eGifting Sweepstakes, 1780 Hughes Landing Blvd., Suite 400, The Woodlands, TX 77380. Requests received more than sixty (60) days after January 19, 2018, will not be honored.