



## Terms & Conditions - "Book & Stay Active", 17 April - 31 August 2017 ("Prize Draw")

1. This Prize Draw is open to all residents of Belgium, the Netherlands, United Kingdom, Ireland and Denmark aged 18 years or over, employees of registered and trading businesses, self-employed individuals and sole-traders, excluding employees of the Promoter, their parent, subsidiary and affiliate companies in Belgium, the Netherlands, United Kingdom, Ireland and Denmark as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee ("Entrant"). By entering this Prize Draw, Entrants confirm that they have sought their employer's consent (where applicable) and have accepted these Terms and Conditions. You/Entrant are entirely responsible for ensuring that participation in this Prize Draw does not contravene the terms and conditions of your employment, your employer's internal policies and procedures on the receipt of gifts and incentives and any other applicable laws and regulations.
2. No purchase is necessary to win the prize. Free registration with IHG® Business Rewards is required at [www.ihgbusinessrewards.com](http://www.ihgbusinessrewards.com). Having first registered for the promotion by submitting an entry form online via [www.ihg.com/bookactive](http://www.ihg.com/bookactive), upon purchase of a meeting and/or accommodation at any of the IHG hotels participating in the IHG® Business Rewards program in Belgium, the Netherlands, United Kingdom, Ireland and Denmark you will be automatically entered in the Prize Draw ("Eligible Booking").
3. Entrants will receive one entry into the prize draw per Eligible Booking made in a participating hotel by the Closing Date.
4. Entries to this Prize Draw and Eligible Bookings must be received by 23:59 on 31 August 2017 (the "Closing Date"). Entries and Eligible Bookings received after this time will not be considered and will not be entered in the Prize Draw. Meeting and accommodation reservations can be booked for stays at the Participating Hotels in Belgium, the Netherlands, United Kingdom, Ireland and Denmark between 12:01 on 1 July 2017 until 23:59 on 30 September 2017.
5. Each Entrant will receive IHG® Rewards Club points, as per normal IHG Business Rewards terms and conditions, for any Eligible Booking.
6. The Promoter accepts no responsibility for entries that are lost, delayed, misdirected, incomplete or otherwise faulty or cannot be delivered or entered for any technical or other reason. The Promoter reserves the right to determine, in its sole discretion, if an entry is valid and to disqualify Entrants it reasonably believes to be tampering with the entry process, acting in a disruptive manner, or violating these Terms and Conditions.
7. Winning a Prize is contingent upon fulfilling all requirements set forth herein.



8. The Winners: There will be 22 winners in total, 11 who will be chosen by way of a random draw from all eligible entries received in accordance with these Terms & Conditions from residents of the UK & Ireland and 11 who will be chosen by way of a random draw from all eligible entries received in accordance with these Terms & Conditions from residents of Belgium, the Netherlands and Denmark. The draws will take place after the Closing Date and before 21 October 2017 and will be supervised by an independent person. 2 winners will receive the BIG PRIZE AA each (1 from the UK & Ireland region and 1 from the Belgium, the Netherlands and Denmark region) and each of the 20 runners-up will receive the SMALL PRIZE (BB) (10 from the UK & Ireland region and 10 from the Belgium, the Netherlands and Denmark region).
9. (AA) BIG PRIZE: a two night stay (Standard room including breakfast for two) at any IHG® hotel of their choice in Europe, access to the hotel spa area when available, a Garmin vivosmart® HR+ fitness tracker and a surprise gift box. This prize can also be exchanged for 100,000 IHG® Rewards Club points. The Winners of the BIG PRIZE shall be required to confirm to the Promoter in which IHG hotel in Europe he/she wants to stay and for which specific dates within the period of 10/12/2017- 15/01/2018. If the hotel or time period requested is not available, the Winner may be required to select another set of specific dates for their stay or choose an alternative participating hotel, and has to suggest other dates within the relevant time period or select another hotel. The available dates of stay are subject to availability of rooms at the participating hotel. The stay must take place at any time during the period between 10 December 2017 and 31<sup>st</sup> December 2018, when the Prize expires.
10. (BB) SMALL PRIZE: a Garmin vivosmart® HR+ fitness tracker. This prize can also be exchanged for 30,000 IHG® Rewards Club points.
11. Winners and runners-up will be notified by email or phone before 3 November 2017. The Winners and runners-up must confirm acceptance of their prize within 7 (seven) days of being notified or else the winner's prize will be forfeited and the Promoter shall be entitled to select another winner in accordance with the process described above (and that winner will also have to respond to notification of their win within 7 (seven) days or else they will also forfeit their prize). If a winner rejects their prize or their entry is invalid or in breach of these Terms & Conditions, the winner's prize will be forfeited and the Promoter shall be entitled to select another winner. Winners will receive their prize by 10 December 2017 (subject to their confirming acceptance within the timeframes above).
12. Except as otherwise specified in clause 9 and clause 10, the prizes are non-exchangeable, non-transferable and there is no cash alternative. The Promoter reserves the right to substitute the specified prizes with alternatives of equal or greater value should circumstances make this necessary. The decision of the Promoter regarding any aspect of the Prize Draw is final and binding and no correspondence will be entered into. The Promoter reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this prize draw with or without prior notice due to reasons



outside its reasonable control (including, without limitation, in the case of anticipated, suspected or actual fraud).

13. Any tax liability arising as a result of winning a prize is the responsibility of the individual winner and runner-up.
14. Except to the extent that the Promoter is prevented by law from doing so, the Promoter will send the name and town/city of residence of the Winners to anyone (IHG employees third parties, IHG works together with) who writes within one month after the 21 October 2017 requesting details of the Winners, to the address set out at the start of these terms and conditions, with the subject line: "Book & Stay Active – Prize Draw".
15. By accepting a Prize, the Winner agrees to release and hold harmless the Promoter and their respective subsidiaries, affiliates, suppliers, distributors, advertising/Prize Draw agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Prize Draw or receipt of, use or misuse of any Prize.
16. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Prize Draw; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software failures of any kind including any injury or damage to any person's computer account resulting from participating in this Prize Draw, or mistranscribed data; (3) unauthorized human intervention or human error which may occur in any part of the entry process or the Prize Draw; (4) technical or human error which may occur in the administration of the Prize Draw or the processing of entries; (5) late, lost, undeliverable, damaged or stolen post; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Prize Draw or receipt or use or misuse of any Prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Prize Draw, if it is possible.
17. Nothing in this section shall exclude the Promoter's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability whose limitation is prohibited by law.
18. Except where prohibited by law, participation in the Prize Draw constitutes the Winner's consent to the Promoter's use of the Winner's name, likeness, photograph, voice and/or opinions for Prize Draw purposes in any media, worldwide, without further payment or consideration for an unlimited period of time.
19. The Promoter reserves the right to cancel, suspend and/or modify the Prize Draw, or any part of it, and/or review and amend these Terms and Conditions at any time on prior notice. Entrants shall be deemed to have agreed to any such amendments unless they advise otherwise. The Promoter reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Prize Draw or to be acting in violation of these Terms and Conditions. Any suspected use of robotic, automatic,



programmed or equivalent methods of participation will void all such submissions by such methods.

20. The Promoter's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
21. Participation in the Prize Draw constitutes Entrant's agreement to transfer of the personal data to Belgium and Germany for the purposes of administration of the Prize Draw. All information submitted to the Promoter as part of this Prize Draw will be treated in accordance with the Promoter's privacy policy, available at [http://www.ihg.com/hotels/gb/en/global/customer\\_care/privacy\\_policy](http://www.ihg.com/hotels/gb/en/global/customer_care/privacy_policy).
22. Personal information includes first name, surname, email address and telephone number and will be used to contact a potential Winner. The recipient of the Entrant's personal data is the Promoter. The Entrant has a right to information about the personal data stored about them, including its origin, recipient or categories of recipients of the data and the purpose of the storage. In addition, the Entrant has the right to correct and, in certain circumstances, to disable and delete their data, and to object to the collection, processing and use of their personal data. To exercise such right, the Entrant must write to: IHG Hotels Limited, Broadwater Park, Denham, Buckinghamshire, UB9 5HR, United Kingdom.
23. Information of members of IHG Business Rewards Club is subject to the Membership Terms and Conditions of IHG Business Rewards Club: <https://www.ihg.com/hotels/us/en/global/br/tc>
24. The Prize Draw is governed by the laws of England and Wales and any disputes arising under these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.
25. The "Promoter" is IHG Hotels Limited, Broadwater Park, Denham, Buckinghamshire, UB9 5HR, United Kingdom, registered company number 03130330.
26. These terms & conditions are originally drafted in the English language and purely for reference purposes have been translated into Dutch and French. The English language version of these terms & conditions and any subsequent notice relating to them, shall prevail if there is a conflict.

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