

HOLIDAY INN QUEENSTOWN REMARKABLES PARK 'HOLE IN ONE HOLIDAY' COMPETITION

OFFICIAL RULES

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INSTAGRAM OR TWITTER

"The Hole In One Holiday" ("Contest") is administered by Holiday Inn Queenstown Remarkables Park, 28 Red Oaks Drive, Frankton, Queenstown, New Zealand

1. **CONTEST PERIOD:** The Contest begins at noon, 24 January, 2023 New Zealand Standard Time ("NZST") and ends on 14 February, 2023 at 11:59:59 PM NZST ("Contest Period"). The Administrator's computer is the Contest's official clock.

2. **ELIGIBILITY:** This Contest is open only to legal residents of Australia & New Zealand who are at least eighteen (18) years old at the time of entry to the Contest ("Eligible Entrant"). Eligible Entrants do not include employees of Administrator or Professional Golf Association of Australia ("Partner"), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Contest Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, territorial and local laws apply. Void where prohibited or restricted by law. Participation constitutes Eligible Entrant's full and unconditional agreement to these Official Rules and Administrator's decisions and interpretations, which are final and binding in all matters related to the Contest.

3. **HOW TO ENTER:** During the Contest Period an Eligible Entrant fill out the competition entry form with their contact details. They must also create an entry to the Contest to "Tell us in 25 words or less who you would take with you on a Hole In One Holiday to Queenstown and why" (collectively, the "Entry"). By submitting an Entry, each Eligible Entrant agrees that his/her Entry complies with these Official Rules, including the Entry Guidelines and Requirements set forth in Section 4 of these Official Rules. Each Eligible Entrant also agrees that the Administrator may disqualify the Eligible Entrant from the Contest if Administrator believes, in their sole and absolute discretion, that an Entry fails to comply with these Official Rules. By entering, each Eligible Entrant warrants and represents the following with respect to his/her Entry: (a) the Entry will not infringe on any rights of any third parties and (b) that entrant has not and will not take any action that interferes with the rights granted to Administrator under these Official Rules. If an Eligible Entrant enters the Contest on his/her mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Eligible Entrants should review their mobile device's capabilities for specific app instructions.

4. ENTRY GUIDELINES AND REQUIREMENTS:

Each Entry:

- Must be in English;
- Must be entirely the original work of the Eligible Entrant (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, submissions that belong to others, Entries of other people, quotes from other people, or parodies of other people);
- Must not have been submitted previously in a promotion of any kind;
- Must have approval from any persons appearing in the Entry and the Eligible Entrant must be able to provide express written consent of every such person appearing in the Entry (or if such person is a under 18 years old, then express written consent of the minor's parent/guardian) to Administrator if requested;
- Must not disparage Administrator, or any other person or party affiliated with the Contest and administration of this Contest;
- Must not include personally identifiable information;
- Administrator discourages use of any logos, brand names or trademarks other than Administrator, which the Administrator has granted Eligible Entrant a limited license to use for purposes of this Contest as set forth in Section 5 of these Official Rules. Use of logos, brand names or trademarks may be permitted provided such brand names or logos are not prominently featured. Administrator reserves the right to disqualify any Entry, if it believes, in its sole and absolute discretion, that there is any inappropriate use of a logo, brand name, or trademark;
- Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - any cruelty to, or mistreatment in any way of animals;
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and

- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

5. ADMINISTRATOR'S IP AND GENERAL ENTRY TERMS:

Administrator grants Eligible Entrants a limited, revocable, non-sublicensable license to use Administrator's name, products, trademarks and logos (collectively, "Administrator's IP") for the sole purpose of participating in this Contest. Eligible Entrants are not permitted to make any further use of Administrator's IP for any purpose whatsoever. In addition, Eligible Entrants recognize that all rights, title, and interest in Administrator's IP shall vest exclusively to the Administrator, and Eligible Entrant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Administrator's IP except for the limited license granted to entrant in these Official Rules is transferred or created. Each Eligible Entrant further acknowledges and agrees that Administrator's IP rights are valid and enforceable, and that the Eligible Entrant shall do nothing to challenge the validity or enforceability of Administrator's IP in any forum. Entrants agree that the use of Administrator's IP is permitted only for the purpose of making an Entry in this Contest, and that any use of Administrator's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Administrator's and will result in irreparable harm to Administrator. Each Eligible Entrant retains ownership of his/her Entry. Each Eligible Entrant hereby grants to Administrator's and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right to post and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials provided by the entrant with the entrant's Entry or otherwise through the Contest ("Contest Materials"), (b) to publicly perform or display, import, broadcast or transmit, distribute (directly and indirectly) license, offer to sell and sell, rent, lease, or lend copies of the materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. This license expressly includes a right (but not the obligation) for Administrator to modify Entries to remove any third-party intellectual property (or to modify Entries for any purpose whatsoever at Administrator's sole discretion). Additionally, each Eligible Entrant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Contest Materials for publicity purposes, as well as any other purpose associated with the Contest. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZES STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING ADMINISTRATOR THE NONEXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ENTRY BY ADMINISTRATOR. If requested, an Eligible Entrant will sign any documentation that may be required for Administrator or its designees to make use of the non-exclusive rights entrant is granting to use the Entry.

6. JUDGING: At the conclusion of the Contest Period, all eligible Entries will be judged by qualified judges selected by Administrator in its sole discretion ("Judges"). Each valid entry will be individually judged based on innovative and practical merits of answer to the competition question, as determined by the Judges. If a winner is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified. Administrator's and Judge's decisions shall be final and binding in all matters pertaining to the judging and selection of the winners.

7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): There will be one prize consisting of a 3-night stay for two guests at Holiday Inn Queenstown Remarkables Park with daily breakfast for two, NZ \$200 Bar Credit at Giants Bar and one round of golf for two including a cart at Millbrook Resort, Queenstown Golf Club and Arrowtown Golf Club ("Official Prize"). The validity of the prize is 12 months from date of issue. The ARV of the Official Prize is NZ \$2500.

.General Prize Restrictions and Limitations: In no event will more than the stated number of prizes be awarded. No prize substitution or exchange will be allowed, except by Administrator, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. All reservations are for standard/base room type at each hotel. Any incremental costs related to a requested upgrade to a higher tier room (i.e. Suite, view room, etc.) must be paid by winner. All upgrades are based on availability. Any additional expenses related to travel to the hotel, in room dining, restaurants or bar, spa or other onsite amenities and services are not included in the prize and are winner's sole responsibility. Prize can't be redeemed for cash or credit.

8. HOW TO CLAIM THE PRIZE: The selection of the winner by the Judges will take place on or about 15 February 2023, and the potential winner will be notified via email or phone (the "Notification"). The potential winner must then respond to the Notification within two (3) business days and provide his/her complete first and last name (no initials), street address (no PO Boxes), city, state, post code, and date of birth. If a potential winner fails or refuses to accept the prize within the two (3) business day time period, the potential winner may be disqualified, at the Administrator's sole discretion. The winner shall be solely responsible for payment of any and all applicable federal, state, provincial, territorial, and local taxes. All other costs and expenses not expressly set forth herein shall be solely a winner's responsibility. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize or, if Administrator or its authorized designee is unable to contact the potential winner, or a prize is returned undeliverable, the prize may be forfeited, and in the Administrator's sole discretion, the forfeited prize may be awarded to the Eligible Entrant with the next best entry, as determined by Administrator in its sole and absolute discretion. The potential winner may be required to furnish proof of identification. Administrator is not responsible for any winner's privacy or spam filter settings which may divert any Contest message or e-mail, including any notification, to a spam or junk folder. The prize will only be awarded to a verified winner. Contest Entities shall not be held responsible for any delays in awarding the prize for any reason.

9. LIMITATION OF LIABILITY: By participating in this Contest, Eligible Entrants agree that the Contest Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest. The Released Parties are not

responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize. The Released Parties shall not be responsible or liable for Entries that are entered by any automated computer, program, mechanism or device, for any Entries in excess of the stated limit or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries may, in Administrator's sole discretion, be disqualified. If, for any reason, an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry in the Contest, the entrant's sole remedy is to enter the Contest again to receive another Entry. If, for any reason, the Contest is not capable of running as planned, Administrator reserves the right, at its sole discretion, to (A) cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winner in a manner it deems fair and reasonable including the selection of the winner from among eligible Entries received prior to such cancellation, termination, modification or suspension and/or (B), as necessary, to modify these Official Rules to accommodate any changes in circumstances that affect Administrator's ability to carry out or run the Contest as planned. In the event of an inconsistency between these Official Rules and any disclosure or other statement contained in any Contest-related materials, including without limitation, a Contest entry form or any point-of-sale, radio, television, print, or online advertising, these Official Rules will prevail and govern. By entering the Contest, each Eligible Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the entrant's Entries, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize, (e) any change in a prize due to unavailability or due to reasons beyond Administrator's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasigovernmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, 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 any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Contest, any other Contest-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or

damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), or (p) the negligence or willful misconduct by entrant. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

10. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW SOUTH WALES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. Further, entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Eligible Entrants agree that the rights and obligations of any entrant and/or Contest Entities and/or any other party shall be resolved individually, without resort to any form of class action.

11. PRIVACY POLICY: Administrator's privacy policy is available at https://www.ihg.com/content/us/en/customer-care/privacy_statement.8

12. PUBLICITY RIGHTS: By participating in this Contest, each Eligible Entrant agrees to allow the Administrator's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

13. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Eligible Entrant hereby acknowledges and agrees that the relationship between the Eligible Entrant and the Contest Entities is not a confidential, fiduciary or other special relationship, and that the decision to provide the Entry to Administrator for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entry. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Eligible Entrant also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to the Entry and/or each other in theme, idea, format or other respects. Each Eligible Entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each Eligible Entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each Eligible Entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such

Entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

14. **NO OBLIGATION TO USE:** Administrator shall have no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Administrator may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

15. **DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Administrator reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Administrator cannot accurately predict the number of entrants who will participate in the Contest.

16. **FURTHER DOCUMENTATION:** If Administrator shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Administrator may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Eligible Entrant agrees to sign the same upon Administrator's request therefor.

17. **GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected in Administrator's sole and absolute discretion that an Eligible Entrant has registered, entered, or attempted to register or enter the Contest using multiple e-mail addresses, identities, proxy servers or like methods, all of those entries will be declared null and void, and that Eligible Entrant will be ineligible to participate or win a prize. In the event of a dispute as to the identity of a winner, a winning Entry will be declared made by the authorized account holder of the e-mail address associated used to submit the Entry. The "authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Eligible Entrant may be required to show proof of being an authorized account holder. Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Administrator's interpretation of these Official Rules is final and binding in all matters related to the Contest. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.