#STAYATAYRES Giveaway
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. INTERNET ACCESS IS REQUIRED TO ENTER GIVEAWAY. GIVEAWAY IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

AN ENTRANT MUST BE EIGHTEEN YEARS (18) OF AGE OR OLDER, OR THE AGE OF MAJORITY IN HIS OR HER JURISDICTION OF RESIDENCE, WHICHEVER IS GREATER, AS OF THE DATE OF HIS OR HER PARTICIPATION AND ENTRY TO WIN THE DISNEY GETAWAY. AN ENTRANT MUST BE TWENTY-ONE YEARS (21) OF AGE OR OLDER, OR THE AGE OF MAJORITY IN HIS OR HER JURISDICTION OF RESIDENCE, WHICHEVER IS GREATER, AS OF THE DATE OF HIS OR HER PARTICIPATION AND ENTRY TO WIN THE WINE COUNTRY GETAWAY TO ALLEGRETTO VINEYARD RESORT. EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND AGREES TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT (SO READ THEM CAREFULLY BEFORE ENTERING). THIS CONTRACT INCLUDES, WITHOUT LIMITATION, GRANTS OF RIGHTS AND INDEMNITIES TO THE SPONSOR FROM ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES. IF ENTRANT IS NOT AT LEAST EIGHTEEN (18) OR TWENTY-ONE (21) YEARS OF AGE OR OLDER BASED ON THE SELECTED PRIZE, OR THE AGE OF MAJORITY IN HIS OR HER JURISDICTION OF RESIDENCE, WHICHEVER IS GREATER AND/OR IF ENTRANT DOES NOT AGREE TO THESE OFFICIAL RULES DO NOT ENTER THIS GIVEAWAY.

1. **Eligibility and Participation**: The #STAYATAYRES Giveaway (the "Giveaway") is open to entrants who are at least eighteen (18) years of age or older, or the age of majority in their jurisdiction of residence, whichever is greater, as of the date of their participation and entry. Employees of Ayres Hotel Company, Inc. (the "Sponsor"), and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and advertising agencies, and Administrator (defined below), and all other service agencies involved with the Giveaway, and members of their immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee are eligible to participate or win. The Giveaway is subject to all applicable federal, state and local laws and regulations. By participating in this Giveaway and entering or attempting to enter into the Giveaway, Entrant agrees and acknowledges that: a) he or she has read and understands these Official Rules; b) he or she has met these Giveaway eligibility requirements; c) he or she unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Giveaway; d) he or she waives any right to claim ambiguity in this Giveaway or these Official Rules; and e) winning and receiving a prize in contingent upon compliance of these Official Rules and fulfilling all requirements.

2. **Sponsor and Administrator**: The Sponsor is Ayres Hotels 355 Bristol Street, Costa Mesa, CA 925626. The Administrator is Ayres Hotels 355 Bristol Street, Costa Mesa, CA 925626

3. **Timing**: The Giveaway begins on 7/1/19 at about 8:00 a.m. Pacific Standard Time ("PST"), and ends on 8/31/19 at 11:59:59 p.m. PST (the "Giveaway Period"). The Giveaway Period is the overall timeframe of the Giveaway. The Sponsor's computer clock is the official time- keeping device in this Giveaway.

4. **Entry Method**: To enter the giveaway an Entrant must; a) take a picture at any Ayres Hotels b) post the photo on Instagram and use hashtag #Stayatayres and follow @ayreshotels

   In the event that for any reason whatsoever an Entrant's entry, or any portion thereof, is not captured as a full submission in accordance with these Official Rules, whether through no fault of Entrant or otherwise, including but not limited to as a result of the effects of hackers or the failure of any electronic equipment, or human intervention, computer or cellular transmission, or network connections, any such attempted entry submissions will become null and void and Sponsor shall have no duty to advise Entrant, to allow Entrant to resubmit, or any liability for such failure in any respect; all of which Entrant hereby waives to the fullest extent permitted by applicable law. Specifically, without limiting the generality of the foregoing, in addition Sponsor is not responsible for any lost, late, illegal, intercepted, incomplete, misdirected, damaged, destroyed, mutilated, unintelligible or not received entries, or for errors, omissions, interruptions, deletions, defects, delays in operations, in transmissions of entries. If an Entrant does not follow the instructions as stated above, his or her entry will be viewed as not captured as a full submission. All entries that are not captured as a full submission for any reason whatsoever will be disqualified from the Giveaway. Proof of sending an entry will not be deemed to be proof as a full submission entry nor will it be deemed proof of receipt by Sponsor or Administrator. If Entrant is entering via a mobile phone or other web-enabled device and is using his or her wireless carrier's network, Entrant may incur standard data charges from his or her wireless carrier and/or other charges may apply (such as normal airtime and carrier charges) and may appear on an Entrant's mobile phone bill or be deducted from an Entrant's prepaid account balance. An Entrant should contact his or her wireless carrier for more information on rate plans and charges relating to his or her participation in this Giveaway.

   Limits of Entries and Non-Authorized Means of Entry: There is no limit of posts per person, per day during the Giveaway Period. An entry discovered to be obtained outside of an authorized, legitimate channel of method of entry as described in these Official Rules or if an entry is considered in sole discretion of Sponsor or Administrator to be in violation of these Official Rules, the entry will be disqualified from Giveaway. The use of automated software or unauthorized computer programs to register for Sponsor's Giveaway is prohibited. Sponsor reserves the right to disqualify any person found or suspected of, tampering with the entry process, or the operation of this Giveaway, or

interferes with the proper entry of this Giveaway, or is acting in violation of these Official Rules, or is acting in a non-sportsmanlike or disruptive manner, or is acting with intent to annoy, abuse, threaten, or harass any other persons will be disqualified. **WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS GIVEAWAY OR INTERFERE WITH THE OPERATION OF THE GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW**. Failure by the Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

5. **Entry Screening, Entrant Verification and Restrictions:** All entries and Entrants are subject to verification at any time and for any reason. The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to require proof of compliance with these Official Rules, including without limitation, proof of identity and/or eligibility, in a form acceptable to Sponsor and Administrator (including without limitation, government issued photo identification) to participate in this Giveaway.

   Entrants are not permitted to use another person's identity or another person's email address, nor can an Entrant share the same email address to enter the Giveaway. If a person is found using another person's identity or email address he or she will be disqualified and ineligible to claim any prize. In case of a dispute as to the identity of an Entrant, entry will be considered to have been made by the authorized account holder of the email address identified with the entry submission, regardless of the person that submitted the entry. In the event of a dispute regarding entries received from multiple Entrants using or having the same email address the authorized account holder of the email address at the time of entry submission will be deemed to be the Entrant. Sponsor reserves the right to deem that the entry was submitted by the authorized account holder of the email address. "Authorized Account Holder" is defined as the natural person who is assigned to a email address by the specified email provider.

6. **General Giveaway Information:** Once an entry is submitted, it cannot be deleted, canceled or modified by an Entrant. Entrant grants to Sponsor, or any representative acting on behalf of Sponsor the right to use all information related to the Giveaway, for marketing purposes, administration of Giveaway, or any other purpose Sponsor believes may be of interest to Entrant about products and services offered by Sponsor, unless prohibited by law. Sponsor assumes no liability for any entries submitted into the Giveaway that violate these Official Rules. Sponsor is not responsible for any change in an Entrant's name, telephone number, email address or the inability of a potential prize winner to receive notification by Sponsor. If for any reason whatsoever data is not available to contact a potential prize winner, his or her entry will become null and void and the potential prize winner will be disqualified from the Giveaway. In the event of a conflict between these Official Rules and the Sponsor's Privacy Policy, to the extent it applies, the Official Rules will control and if any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Giveaway-related materials, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.

7. **License to Use Submitted Materials and Sponsor's Rights to Entries:** By participating and submitting an entry, Entrant agrees that Entrant's entry submission is gratuitous and is made without restriction and will not place Sponsor under any obligation that Sponsor is free to disclose the entry on a non-confidential basis to anyone, without any compensation to Entrant. Entrant further grants to Sponsor and its affiliated companies the unconditional and perpetual right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the entry (with or without Entrant's name) in any media now known or later developed throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Entrant or any other party on Entrant's behalf. In addition, by submitting an entry, Entrant, forever waives any rights of copyrights, trademark rights, patent rights, privacy rights, and any other legal or moral rights in the entry that may preclude Sponsor, or its affiliated companies use of the entry, or require Entrant's permission for the Sponsor or its affiliated companies to use the entry. Entrant acknowledges that Sponsor is in no way obligated to broadcast, post, publish, or use Entrant's entry in any way. Entries become the sole property of the Sponsor and may not be acknowledged or returned. Entrants and prize winners acknowledge and agree their entries become the property of the Sponsor, which thereby has the right to promote and otherwise use the entries in any way Sponsor sees fit as permitted by law.

8. **Odds of Winning:** The winners will be selected at the discretion of the Ayres Hotels Marketing Department. The Ayres Hotels Marketing Department makes no representations or warranties to the entrants.

9. **Entry Dates and Drawings:** See chart below for Promotion Period entry dates and drawing. On or about 9/2/19 Sponsor will select one (1) winner for each prize from all eligible entries received during the Giveaway Period. Sponsor reserves the right in its sole discretion to award less than the stated number of prizes in the event there are not enough eligible entries received. In the event an Entrant wins a prize and is later found to be in violation of these Official Rules, Entrant will be required to forfeit the prize or, if the violation is discovered after the prize winner has used or redeemed the prize, to reimburse Sponsor for the stated ARV listed in these Official Rules.

Promotion Period	Promotion Period Start Date	Promotion Period End Date	On or about Promotion Period Draw Date
1	7/1/19 on or about 8:00 a.m. PST	8/31/19 at 11:59:59 p.m. PST	9/2/19

10. **Prize Description**: The total Average Retail Value of all prizes being awarded is three thousand and six hundred dollars ($3,600). See chart below for prize descriptions and values. Any difference between the stated ARV of a prize and actual value of a prize will not be awarded to the prize winner. Prizes will be awarded "as is" with no warranty or guarantee, Sponsor has not made nor in any manner is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize thereof, including but not limited to its quality, condition, appearance, safety and/or performance. The prize winner must accept the prize as stated. The prize is non-transferable in whole or in part except at the discretion of the Sponsor. No substitution except at the discretion of Sponsor, in which case a prize of equal or greater value will be awarded. Sponsor reserves the right, to substitute a prize (or component thereof) of equal or greater value for any reason whatsoever. Prize winner shall bear all risk of loss or damage to prize upon being awarded and Sponsor does not have any obligation or responsibility to replace prize if lost, damaged or stolen. Sponsor is not responsible for any fees, costs, or additional charges that may result from an Entrant or prize winner participating in the Giveaway or being awarded, receiving and using a prize. If the prize winner is unable to accept or receive the prize for any reason whatsoever, the prize will be forfeited without compensation of any kind to prize winner and at the Sponsor's sole discretion, an alternate prize winner may be selected. Sponsor is not liable for any cancellation or missed reservation for any reason whatsoever, and it not obligated to compensate prize winner in any manner if prize winner cancels his or her reservations or does not show up for his or her reservation.

Grand Prize Winner	Prize Description	ARV of Prize
1	One (2) night stay at Allegretto Vineyard Resort, daily breakfast, 1 winetasting for two people. The 1 (2) night stay is for accommodations for one (1) room only for 2 occupants.	$2,220
2	One (2) night stay at any Ayres Hotel and two 1-Day Disneyland Resort Park Hopper Tickets . The 1 (2) night stay is for accommodations for one (1) room only for 2 occupants.	$1,400
	Reservations are subject to availability and blackout dates will apply. Prizes are non transferable and has no monetary resale value. Any expenses not listed above including but not limited to air and ground transportation, food, beverages, additional entertainment, or gratuities are the sole responsibility of the winners. Sponsor reserves the right to charge the winners for any costs he or she may incur while staying at the hotel that goes above the room cost of a two (2) night stay accommodation and the prize inclusions mentioned above. Grand prize winner will be required to produce identification and will be required to have a valid credit card or debit card on record with the hotel at time of check-in. Changes to reservations, once made, are subject to Sponsor's approval.	

11. **Potential Prize Winner Notification and Requirements to Become a Prize Winner**: Prize winner will be considered to be potential prize winner until Sponsor confirms his or her prize winner status. Entrant acknowledges, and grants Sponsor the ability in its sole discretion to announce the names or any identifiable information of an Entrant/potential prize winner on its Facebook page, Website, or in any other form of public communication. Sponsor will email a message to the potential prize winner (to the email address provided on his or her entry), notifying him or her of their potential prize winner status and asking the potential prize winner to confirm he or she has met the Giveaway eligibility and accepts the Giveaway terms and conditions. In the event for any reason whatsoever a potential prize winner fails to respond to Sponsor by the date requested or fails to provide Sponsor any other information requested by Sponsor and by the dated stated, the potential prize winner will be disqualified from the Giveaway and ineligible to claim a prize or receive any type of compensation. In Sponsor's or Administrator's sole discretion, a selected entry of the potential prize winner will be disqualified from the Giveaway if a potential prize winner: a) is unreachable or unresponsive to notification or attempted notification; or b) declines or cannot accept, receive or use the prize or any component of the prize for any reason; or c) does not meet eligibility requirements; or d) has failed to comply with these Official Rules; or e) submits a response after the allocated response by date. If the potential prize winner is disqualified from the Giveaway for any reason whatsoever, he or she will be

required to forfeit the prize without compensation of any kind. Sponsor and Administrator reserve the right to modify the notification process. Prize winner must continue to comply with the Official Rules and receiving a prize is contingent upon abiding and accepting the Official Rules and fulfilling all of Sponsor's or Administrator's instructions.

12. **Prize Winner Release of Publicity Rights**: By accepting a prize, prize winner agrees to allow Sponsor and/or a representative acting on Sponsor's behalf the perpetual right to use prize winner's biographical information, email address, photos, and/or likeness, and statement for Giveaway, trade, commercial, advertising and publicity purposes, at any time or times, by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to Giveaway without notice to prize winner, without credit and without compensation or obligation except where prohibited by law.

13. **Compliance to Official Rules:** BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY COMPLIES WITH ALL THE TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY ENTRY ENTRANT SUBMITS. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE OFFICIAL RULES**.** By submission of an entry, Entrant warrants and represents: (i) the entry is Entrant's sole property; (ii) Entrant has full authority to submit the entry; and (iii) the entry does not infringe on any trademark, copyright, privacy, or other rights of any other party.

14. **Release and Limitations of Liability: BY PARTICIPATING IN THIS GIVEAWAY ENTRANTS, PRIZE WINNER, AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS), FROM ANY AND ALL CAUSE OF ACTION, LIABILITIES, SUITS, CLAIMS INCLUDING BUT NOT LIMITED TO, THIRD PARTY CLAIMS THAT MAY BE MADE AGAINST ENTRANTS, AND CLAIMS ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF ENTRANT'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, OR PARTICIPATION IN, THE GIVEAWAY, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDING, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS GIVEAWAY PROMOTION OR ANY GIVEAWAY PROMOTION OR PRIZE RELATED ACTIVITIES**. **ENTRANT ASSUMES LIABILITY FOR INJURIES CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATING IN THE GIVEAWAY, OR BY THE ACCEPTANCE, POSSESSION, USE OF, OR FAILURE TO RECEIVE ANY PRIZE.** The Released Parties shall not have any obligation, responsibility or liability, including but not limited to any responsibility to provide compensation or award any prize to Entrants, with regard to: (1) Entries that are forged, falsified or altered or contain inaccurate information or do not comply with or violate these Official Rules; (2) Entries and/or notifications that are lost, late, incomplete, illegible, unintelligible, unrecorded, damaged, garbled, or misdirected, for errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communication devices or transmission lines or data corruption, theft, destruction, unauthorized access to, or alteration of, entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an Entrant's e-mail account to receive e-mail messages; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem; (4) Any technical or human errors resulting in errors of printing of Giveaway offer, administration of Giveaway, potential prize winner Giveaway notification, announcement of Giveaway prize winner and/or prizes, or any errors of any kind that may result in the selection and notification of a prize winner; (5) Entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming a prize; (6) Any inability of a prize winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a prize winner due to delays or interruptions due to Acts of God, natural disasters, threats of or actual terrorism, weather, war, fire, labor dispute or strike, civil disturbance, riot, transportation interruption or any similar event or cause beyond the Released Parties reasonable control; (8) Human error, unauthorized human intervention, inaccurate or non-capture or mis-entry of any information and/or of an entry; and (9) Any Entrant, prize winner or any other person for damage to such person's computer or its contents or mobile device. Entrant, prize winner acknowledges that he or she will release and hold harmless Released Parties from any liabilities, and for but not limited to any claims or causes of action based on publicity rights, defamation or invasion of privacy and the condition and features of a prize. Sponsor reserves the right to correct any errors pertaining to this Giveaway for any reason whatsoever. If for any reason whatsoever the Giveaway (in whole or in part) is not capable of running as planned due to but not limited to, computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical difficulties or failures or any other causes which in the sole opinion of Sponsor, could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Giveaway, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Giveaway and determine prize winner from entries already received or as otherwise deemed fair and equitable by Sponsor.

15. **Disputes**: Except where prohibited, by participating, Entrant, prize winner agrees that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an Entrant, prize winner and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with

the Giveaway, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any Entrant, prize winner be permitted to obtain awards for and hereby waives all rights to claim 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. By entering the Giveaway, all participants agree to be subject to jurisdiction in the Federal and State court ofCalifornia and agree that all disputes relating in any way to this Giveaway must be resolved in the courts of California. Entrants and prize winner agrees not to raise the defense of forum non conveniens.

16. **Tax Information**: The value of a prize may be taxable as income to a prize winner. Prize winner are solely responsible, at their own costs, for all matters relating to the prize, including but not limited to, all federal, state and local taxes. It is the sole responsibility of the prize winner to seek independent counsel regarding tax implications.

17. **Privacy Statement**: Sponsor's privacy policy can be accessed by visiting www.ayreshotels.com/privacy.

18. **Winner's List**: To obtain the prize winner list, send a self-addressed, stamped envelope to: Ayres Hotels Suite K, 355 Bristol Street, Costa Mesa, CA 92626; Attn: #Stayatayres Winners List. Requests must be received by December 31st, 2019

19. **Official Rules**: For a copy of the Official Rules visit https://www.ayreshotels.com/stayatayres-contest