

Hilton On The Green Contest – Rules and Regulations
Official Terms and Conditions (the “Terms”)

NO PURCHASE NECESSARY TO ENTER OR WIN. RESIDENTS OF QUEBEC ARE NOT ELIGIBLE TO ENTER. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS BELOW.

Contest Period

1. Hilton on the Green Contest (**the “Contest”**) commences at 12:00:01 AM ET on April 12th and ends at 11:59:59 PM ET on May 10th, 2024 (**the “Contest Period”**). All entries must be received by 11:59:59 PM ET on May 10th, 2024 (**the “Contest Closing Time”**). Entries submitted after the Contest Closing Time will not be accepted.

The Contest is sponsored by Hilton Domestic Operating Company Inc. (the “Sponsor”) and administrated by FUSE Create, the “Contest Administrator”). The Contest Administrator shall be solely responsible for the selection of the prize (described in sections 14-18) and confirming the Winner.

Eligibility

2. To be eligible to participate in the Contest individuals must be (a) legal residents of Canada excluding Quebec (b) reached the age of majority in their Province or Territory.
3. This Contest is subject to all applicable federal, provincial, and municipal laws and regulations.

Entry Requirements

4. To be eligible for the prize (details listed in section “Prizes and Odds of Winning”), an entrant (**“the Entrant”**) must:
 - a. Submit the required information on the contest web page (**“Contest Website”**);
5. There is a limit of one (1) entry per participant.
6. Participants may receive one (1) additional entry into the contest by sharing on Facebook, Instagram, or X, via the link provided on the confirmation page of the Contest Website.
7. All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any participant, which proof shall be in the form required by the Sponsor. Failure to provide proof of identity and/or eligibility to the satisfaction of the Sponsor within three (3) business days may result in disqualification.

Prizes and Odds of Winning

8. There will be one (1) prizes consisting of the following:
 - a. Overnight accommodations at the Hilton On The Green pop-up hotel for one winner and their guest
 - i. The date of the overnight stay is May 31st, 2024.
 - b. Tickets to the 2024 RBC Canadian Open for 2 days (the day of their stay, and the day after)
 - c. Meal vouchers valued at \$100 CAD for both the winner and their guest
9. The approximate retail value is \$1,500 CAD without airfare and \$3,500 CAD with airfare
10. If you are not from the Toronto area, your airfare will also be covered up to \$2,000 CAD

11. The approximate odds of winning a Prize depend on the total number of eligible Entries received by the Contest Closing Time.
12. All amounts and costs related to any Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a Prize, which are not expressly covered by the Sponsor are the responsibility of the individual winners. All ancillary expenses related to the Prize are also the responsibility of the Winner, which includes but not limited to travel and accommodations to/from the RBC Canadian Open. It is the individual winners' responsibility to understand and abide by any federal, provincial, territorial, local or foreign tax laws that may apply to receipt of a Prize.
13. The non-cash Prizes may not be redeemed for cash, sold, traded, used for commercial purposes or transferred. A person eligible to win a Prize must accept the Prize as awarded and may not transfer such Prize or substitute or exchange for, or apply the Prize's value towards, cash or a higher cost or alternative prize. All Prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis, without any representation or warranty of any kind. The Sponsor reserves the right, in its sole and absolute discretion, to make substitutions of equivalent or greater kind or value in the event of the unavailability of all or part of a Prize or for any other reason whatsoever.

Winner Selection

14. One (1) random draw from among all eligible Entries received during the Contest Period will be made to select the prize winner.
15. The random draw will be held within 24 hours of (the "Contest Closing Time").
16. The random draw will be completed using the random name generator tool on miniwebtool.com. All Entrants names will be entered and all Entrants will have an equal chance of winning. The draw will be recorded for validity and integrity.
17. Hilton Domestic Operating Company Inc. and the Administrator reserve the right to reschedule random draw at any time and for any reason without prior notice.
18. Should the selected winner not respond within the time period outlined in section 18, another random draw will take place with the unresponsive Entrant eliminated from the Contest.

Submission Requirements

19. By participating in the Contest, each Entrant must submit their full legal name, phone number and email address at which they consent to be contacted at.

Declaration and Release

20. Before being confirmed as the Winner, he/she/they must:
 - a. Acknowledge the email or call informing them of their selection as the Winner within three (3) business days of selection with a non-automated email response
 - b. Complete the Contest Declaration and Release form and return it to the Contest Administrator with five (5) business days of receiving the form.
21. If a potential Winner fails to perform all of the above within the specified time period, the Sponsor may, in its sole and absolute discretion, disqualify them, thereby forfeiting any and all rights to a Prize. In the event of such a disqualification, an alternate potential Winner will be selected from among the remaining eligible entries, through a random draw.

22. If a selected Winner does not meet the eligibility requirements, does not complete the above tasks or is unwilling to accept the Prize as offered or elects to decline the Prize, they will be disqualified and an alternate Winner will be selected from among the remaining eligible entries, through a random draw. Any disqualified Winner will not receive any alternate prize, substitution or compensation.
23. Upon satisfaction of all requirements of these Terms, the final Winner will be contacted to make Prize delivery arrangements.

Privacy

24. The Sponsor respects your right to privacy and works at all times to comply with all applicable data protection and privacy laws. Except as expressly set out in these Terms, in the Sponsor's Privacy Policy or as otherwise agreed to by you, any personal information provided in connection with this Contest will only be collected, used and disclosed by the Sponsor and its third party partners and service providers, including, without limitation, the Contest Administrator, for the purposes of administering and conducting this Contest, including, without limitation, verification of eligibility and identity and awarding and delivering Prizes. Such information will be subject to the general laws applicable within those jurisdictions, including, without limitation, possible access by regulatory authorities. The Sponsor will not sell, share or otherwise disclose personal information provided in connection with this Contest to or with third parties or agents, other than to third parties or agents engaged by the Sponsor to fulfill the above purposes or as permitted or required by the applicable laws.

The Winner consents to the publication, reproduction and/or other use of his/her/their personal information for purposes of promoting the Contest as per section 30A.

Additional Terms and Restrictions

25. By participating in this Contest, Entrants agree to abide by and be bound by these Terms and the decisions of the Sponsor and the Contest Administrator (**the "Releases"**), which shall be final and binding on all Entrants in all matters relating to this Contest. In the event an Entrant wins a Prize and is later found to be in violation of these Terms, he/she/they will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after winner has used the Prize. False, fraudulent or deceptive entries or acts shall render Entrants ineligible for the Prize.
26. Proof of sending (regardless of method) is not proof of receipt by the Sponsor or Contest Administrator. Incomplete, altered, mutilated or garbled entries will be disqualified. The Releasees are not responsible for lost, late, misdirected, garbled, stolen, incomplete, invalid, unintelligible or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Terms, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, the effects of hackers, the failure of any electronic equipment, computer transmissions and/or network connections or any other reason beyond Sponsor's reasonable control; all of which will be disqualified. The Releasees are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including, without limitation: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online Entrant's or Candidate's ability to participate in the Contest, and any injury or damage to Entrant's, Candidates, or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entrants and Candidates are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Contest.
27. The Releasees are not responsible for the cancellation or postponement of any component of this Contest or any associated programs and materials. The Releasees are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, display, human or otherwise, relating to or in

connection with the Contest. The Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including, without limitation, errors which may occur in connection with the printing, display or advertising of this Contest, these Terms, administration or execution of the Contest, the conducting of the prize selection, the cancellation of any element of a Prize, the processing of entries or in the selection or announcement of a Prize or Prize winner.

28. Each Entrant must submit an entry in the Contest on his/her/their own behalf. Any entry submitted on behalf of another individual, on behalf of a group or organization, or using another person's email address, name or other personal information will be disqualified and ineligible to claim a Nomination Prize.
29. Any attempt by any Entrant to obtain more than the specified number of entries by using (or attempting to use) multiple names, identities, email addresses, registrations or logins, or by any other means whatsoever, will entitle the Sponsor, in its sole and absolute discretion, to void that Entrant's entries and disqualify that Entrant from the Contest. Entries by any means which subvert the entry process will be void. Any entry that is determined by the Sponsor, in its sole and absolute discretion, to have failed to have been fully completed and submitted during the Contest Period will be rejected. Use (or attempted use) of any automated, macro, script, robotic or other systems or programs to enter or otherwise participate in, subvert or disrupt the Contest, and any other attempt to manipulate, tamper with or defraud any element of this Contest, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.
30. In the event of a dispute as to any entry, the authorized account holder of the email address included in the Entry for that entry will be deemed to be the Entrant and he/she must be eligible according to these Terms. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned or acknowledged.
31. The sole determinant of the time of receipt of an entry for the purposes of determining the eligibility of that entry shall be Hilton Domestic Operating Company Inc.'s or the Contest Administrator's computer or server.
32. By participating in the Contest, except to the extent prohibited by applicable legislation, each Entrant and Candidate:
 - A. consents to the publication, reproduction and/or other use of his/her/their name, city and province of residence, company name, company website, company address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor or PGA Tour in any manner whatsoever, including, without limitation, print, broadcast and the internet and any winning Entrants or Prize ; agree to work with Hilton Domestic Operating Company Inc. on the creation of videos and other content creation regarding their stories and their personal biographies, and all content developed becomes the property of the Sponsor;
 - B. releases and agrees to defend and indemnify the Releasees from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an Entrant's or Candidate's participation in this Contest, or the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto);
 - C. agrees not to make any claim against any of the Releasees, or against any third party that may result in a claim against any of the Releasees, in respect of any matter in any way relating to or arising in connection with the Contest; and

- D. acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.
 - E. consents to Hilton Domestic Operating Company Inc. using their personal information, submitted within their entry, to contact the Entrant by phone, mail, or digital communications in the future to provide communications, promotions, and product and/or service offerings from Hilton Domestic Operating Company Inc. by phone, mail, or digital communications.
33. The Releasees shall not be liable to Prize winners or any other person for failure to supply any Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Releasees.
34. Sponsor reserves the right, to cancel, modify, suspend or terminate the Contest, to change any Contest evaluation or verification dates and to modify these Terms at any time without notice, for any reason, including, without limitation, if, in the opinion of the Sponsor, in its sole and absolute discretion:
- A. fraud, misconduct, plagiarism or technical failures destroy or threaten the integrity of any portion of the Contest;
 - B. a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest; or
 - C. there is any accident or printing, administrative or other error of any kind related to the Contest.

In the event of an early termination of the Contest, Sponsor reserves the right to determine the Prize winners in an alternative process from among all eligible, non-suspect entries received as of the time/date of such termination.

35. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Terms, to the extent necessary, for purposes of verifying compliance by any Entrant or entry with these Terms, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Terms.
36. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any Entrant, Candidate, or user of the Website to participate in the Contest or use the Website.
37. In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Entry Comment, the French version of these Terms and/or point of sale, television, print or online advertising, the terms and conditions of these English Terms shall prevail, govern and control.
38. Except where prohibited by law, by completing the act of entering or participating in the Contest, each Entrant or Candidate agrees that the Contest, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle that might refer such interpretation to the laws of another jurisdiction). Each Entrant or Candidate irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter related to this Contest.
39. In the case of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement”.

40. If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions of these Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.
41. Except where prohibited by law, by participating in this Contest, each Entrant agrees that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will Entrant be entitled to receive lawyers' fees or other legal costs; and (b) under no circumstances will Entrant be permitted to obtain awards for, and Entrant 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.
42. FUSE Create indemnifies Hilton Domestic Operating Company Inc. for the administration of these sweepstakes.

A copy of these Terms are available during the Contest Period on the Contest Website. If you have any questions regarding the Contest, or if you would like a list of the Contest winners once they are named, please contact the Sponsor through its contact information on the Contest Website . In the event of any discrepancy or inconsistency between these Terms and any disclosures or other statements provided by Hilton Domestic Operating Company Inc. representatives or contained in any Contest-related materials, including, but not limited to, print or online communications, these Terms shall prevail, govern and control