

## **ABBREVIATED T&Cs**

Must be a resident of Japan, 18 years of age or older. Starts **Thursday, 19 May 2022** at 11:00 am Japan Standard Time ("JST"), and ends on **Sunday, 31 July 2022** at 23:59:59 pm JST. Follow Hilton Okinawa Sesoko Resort's official Instagram account and submit photo(s) or video(s) that captures your experiences of the fireworks at Hilton Okinawa Sesoko Resort and post them on Instagram with these hashtags #瀬底の花火 and #hiltonokinawasesokocontest. Stand to win a one (1) night stay at Hilton Okinawa Sesoko Resort's Guest Room Ocean View with breakfast. "Hilton Okinawa Sesoko Resort Fireworks Instagram Campaign" is sponsored by MT & Hilton Hotel Co., Ltd. trading as Hilton Okinawa Sesoko Resort. Void where prohibited. Additional terms, conditions & restrictions apply. See complete Official Rules at <https://sesoko.hiltonjapan.co.jp/pdf/news/sns-campaign.pdf>. In the event of any inconsistency between the Japanese T&Cs and this document, the Japanese T&Cs shall prevail.

Fireworks schedule is as follows, and may be changed at Sponsor's sole discretion without prior notification.

May: 21<sup>st</sup>, 28<sup>th</sup>

June: 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, 25<sup>th</sup>

July: 1<sup>st</sup>, 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup>

## **FULL T&Cs**

### **Hilton Okinawa Sesoko Resort Instagram Campaign**

**ELIGIBILITY:** Only legal residents of **Japan**, who are the age of majority in entrant's jurisdiction of residence at time of entry are eligible to enter. Not open to employees, officers or directors, or to members of the immediate family or household (whether related or not) of any employees, officers, or directors of MT & Hilton Hotel Co., Ltd. trading as Hilton Okinawa Sesoko Resort ("**Sponsor**"), or any of its parents, subsidiaries, affiliates, franchisees, or any advertising, promotion or other agencies or suppliers involved in this Campaign (collectively, the "**Campaign Entities**"). Eligibility may be verified at any time. The **Hilton Okinawa Sesoko Resort Fireworks Instagram Campaign** (the "**Campaign**") is subject to all applicable laws. Void where prohibited by law.

**CAMPAIN PERIOD:** The Campaign begins on **Thursday, 19 May 2022** at 11:00:00 am Japan Standard Time ("JST"), and ends on **Sunday, 31 July 2022** at 23:59:59 pm JST (the "**Campaign Period**"). The Sponsor's database computer is the official time-keeping device for the Campaign.

**HOW TO ENTER:** Entrants must have access to the Internet and must have a valid account with Instagram to enter this Campaign. Visit the Sponsor's official Instagram account, <https://www.instagram.com/hiltonokinawasesoko/> (a "**Sponsor's Page**") during the Campaign Period and be a follower of the Sponsor's Page, all of which are free. Entrants must submit photo(s) or video(s) that capture their experiences of the fireworks at **Hilton Okinawa Sesoko Resort** to be posted on their Instagram account, which profile must be set to "public". Entries must include the hashtags #瀬底の花火 and #hiltonokinawasesokocontest. A stay at **Hilton Okinawa Sesoko Resort** is NOT required to enter into this Campaign. Entries must be received by the end of the Campaign Period. Proof of submission is not proof of receipt. Entrants may submit unlimited entries using the same registration information. Each unique entry will count as one (1) unique submission. Fireworks schedule is as follows, and may be changed at the sole discretion of Sponsor without prior notification: May: 21<sup>st</sup>, 28<sup>th</sup>, June: 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, 25<sup>th</sup> and July: 1<sup>st</sup>, 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup>.

**Entry Content Guidelines:** Contest materials submitted (photos or videos) must comply with the following guidelines:

- All submissions must be created by entrant, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

- If any person other than the entrant is depicted or described in any contest materials submitted, the entrant is responsible for obtaining any necessary permission for use of each such person's name or likeness.
- Entry must not have been previously published, released or distributed in any form.
- Entry must not have won any award.
- By entering, each Entrant certifies that he/she owns the copyright for the entry submitted and grants permission for the use of his/her prepared entry to be posted on Sponsor's Page.
- Entries that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, not in keeping with Sponsor's image or entries that otherwise contain inappropriate content or objectionable material as determined by Sponsor in its sole discretion will be disqualified.

**DRAWING AND WINNER NOTIFICATION:** Subject to verification of eligibility and compliance with these Official Rules, Sponsor will choose one (1) winner that will be eligible for prizes on or about **Wednesday, 10 August 2022**. The potential winner will be notified via Instagram solely at Sponsor's discretion. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within fourteen (14) days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "**Prize Claim Documents**").

**PRIZES/ODDS:** The following prize is available for one (1) winner: A voucher for a one-night stay in a Guest Room Ocean View at Hilton Okinawa Sesoko Resort with breakfast for a pair for the winner. Aggregate retail value of prize: approximately JPY40,000.

Any difference between stated value and actual value will not be awarded. Stay must be completed by the date stipulated in the voucher or prize may be forfeited and Sponsor will have no further obligation to such winner. Winner and a guest must stay together on the same itinerary. Guest must be of legal age of majority in his/her jurisdiction of residence, unless the child or legal ward of winner and must sign a liability/publicity release prior to issuance of travel documents. If guest is child or legal ward of winner, winner must sign and return release on behalf of such child or legal ward. Stay is subject to availability and advance reservations are required. Certain blackout dates may apply. Breakfast is valid for winner and one (1) guest only at the Sponsor's dining outlet and excludes alcoholic beverages. All taxes and all other costs associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the winners. Major credit card may be required at hotel check-in to cover any incidental expenses. Winner must have all necessary documents necessary for travel.

To the extent allowed by law, winner is solely responsible for the payment of any taxes that may be due as a result of the acceptance or use of any prize. Prize is non-transferable and no substitution by winners or cash equivalent is allowed, except Sponsor reserves the right to substitute prize for one of comparable or greater value if the advertised prize becomes unavailable. Any dates are subject to change. Any prize is awarded "AS IS." Neither Sponsor nor any other Campaign Entity makes any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Campaign or any prize. No responsibility is assumed for cancellation of any prize-related events beyond sponsor's control.

Odds of winning depend on the number of eligible entries received.

**GENERAL PROVISIONS:** To the extent allowed by applicable law, acceptance of a prize constitutes winner's permission for Sponsor to use winner's name, photograph, likeness, voice, biographical information, statements and address (city, prefecture and country) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity (or for as long as allowed under applicable law), without further compensation except where prohibited by law. Entrants (and any minor entrant's parent or legal guardian) agree, to the extent allowed by applicable law, that the

Campaign Entities shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, from participation in the Campaign or any Campaign -related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize.

No responsibility for any damage to an entrant's computer system which is occasioned by accessing the Sponsor's Page or otherwise participating in the Campaign, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right in its sole discretion to disqualify from this Campaign and any other promotions offered by Sponsor, any individual who is found to be tampering with the entry process or the operation of the Campaign or the Sponsor's Page, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Campaign, or to annoy, abuse, threaten or harass any other person. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.

In the event of a dispute as to the identity of the entrant, any on-line entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent, provided such account holder must still meet the eligibility requirements for the Campaign. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor reserves the right to modify, extend, suspend, or terminate the Campaign, in whole or in part, if it determines, in its sole discretion, that the Campaign is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Campaign as contemplated herein. If the Campaign is terminated before the designated end date, Sponsor will (if possible) select winner in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

By entering the Campaign, you agree, to the extent allowed by applicable law, that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Campaign, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Campaign, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the laws of Japan.

Upon submitting an entry (including, without limitation any images, comments, or other content created and/or submitted by you), whether complete or incomplete, you grant to Sponsor and Campaign Entities the worldwide, non-exclusive, irrevocable, royalty-free, perpetual license to copy, publish, distribute, promote, perform, edit, create derivative works of, or otherwise use portions of your entry (including, without limitation, any content created and/or submitted by you), without charge, for any purpose in connection with this Campaign or Sponsor or Campaign Entities' business(es) in any format, media or technology now known or later developed for the full term of any copyright that may exist in your entry (including, without limitation, any content created and/or submitted by you). If any person other than you is depicted or

described in any entry, then you are responsible for obtaining any necessary permission for Sponsor to use each such person's name or likeness as described in these Official Rules.

**DATA:** Any information you submit will be subject to the Sponsor's privacy policy posted at <https://hiltonhonors3.hilton.com/en/policy/global-privacy-statement/index.html> By submitting an entry, you understand and agree that the information you submit may be transmitted to and stored on servers located in the United States.

**WINNER LIST:** One (1) winner will be chosen and decided on or about **Wednesday, 10 August 2022**.

**NO AFFILIATION WITH SOCIAL MEDIA PLATFORM:** The Campaign is in no way sponsored, endorsed or administered by, or associated with Instagram or any other named or depicted people or entities other than Sponsor. Any questions, comments or complaints regarding the Campaign should be directed to Sponsor.

**SPONSOR:** MT & Hilton Hotel Co., Ltd. trading as Hilton Okinawa Sesoko Resort, 5750 Sesoko, Motobu-cho, Kunigami-gun, Okinawa 905-0227 JAPAN