

IHG InterContinental Hotels and Resorts + Claire Luxton NFTs Surprise and Delight

OFFICIAL RULES

The IHG InterContinental Hotels and Resorts + Claire Luxton NFTs “Surprise and Delight” is sponsored by Six Continents Hotels, Inc., (“Sponsor”), Three Ravinia Dr., Suite 100, Atlanta, GA 30346, and in Partnership with W Communications Agency 101 Wigmore Street London W1U 1QU and Claire Luxton Art, Buckhurst Works, Bells Yew Green, Tunbridge Wells TN3 9BP.

1. **Activation PERIOD:** The Activation begins on August 15, 2022 at 12:00 AM (midnight) Eastern Time (“ET”) and ends on September 30, 2022 at 11:59:59 PM ET (“Activation Period”).
2. **ELIGIBILITY:** This activation is open to all IHG and InterContinental Hotels & Resorts fans. Employees of Sponsor, Administrator, 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. All federal, state, and local laws apply. Void where prohibited or restricted by law.
3. **PARTICIPATION:** Agreement for participation constitutes recipient’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the activation. During the Activation Period a recipient must confirm receipt of social media Direct Message from Sponsor confirming that they agree to receive: One Claire Luxton NFT (non fungible token) via token for redemption, One Free Night at InterContinental Rome Ambasciatori Palace, and One Free Status Upgrade to InterContinental Ambassador for a period of one calendar year. Recipient has 10 calendar days to respond to direct message with an affirmative until void. Upon direct message confirmation, Sponsor will then e-mail the fan details on how to fulfill the: NFT using a crypto wallet, free night, and how to either: sign up for IHG One Rewards, or confirm that the recipient's IHG One Rewards status upgrade has taken effect in their account dashboard.

There is a limit of ten (10) NFTs to be gifted as a part of the activation. A recipient cannot be awarded more than once. There is no equivalent cash value of any of the activation prizes.

If recipient agrees to participate, recipient must be capable of hosting and providing information for redemption regarding their personal crypto wallet.

By agreeing to receive, each recipient agrees that his/her Entry complies with these Official Rules, including the Entry Guidelines and Requirements set forth in these Official Rules. Each recipient also agrees that Sponsor or Administrator may disqualify the recipient from the Contest if Sponsor or Administrator believes, in their sole and absolute discretion, that an Entry fails to comply with these Official Rules.

By entering, each recipient 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 recipient has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules.

Message and data rates may apply. Recipients should consult their wireless service provider regarding its pricing plans. Recipients should review their mobile device's capabilities for specific app instructions.

Selected recipients of the NFT will receive the digital asset by providing InterContinental Hotels & Resorts with a personal Ethereum Wallet Address that corresponds to their wallet only. InterContinental Hotels & Resorts will hold this information together with Renovi who will subsequently place the NFT artwork into the recipient's wallet.

4. **PRIVACY POLICY:** Sponsor's privacy policy is available at https://www.ihg.com/content/us/en/customer-care/privacy_statement.

5. **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each recipient hereby acknowledges and agrees that the relationship between the recipient and the Activation Entities is not a confidential, fiduciary or other special relationship, and that the recipient's decision to provide the recipient's Entry to Sponsor for purposes of the Activation does not place the Activation Entities in a position that is any different from the position held by members of the general public with regard to elements of the recipient's Entry. Each recipient understands and acknowledges that the Activation 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 recipient 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 recipient acknowledges and agrees that such recipient will not be entitled to any compensation as a result of any Activation Entity's use of any such similar or identical material. Each recipient acknowledges and agrees that the Activation 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 recipient acknowledges that, with respect to any claim by recipient relating to or arising out of a Activation Entity's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Activation, the damage, if any, thereby caused to the applicable recipient will not be

irreparable or otherwise sufficient to entitle such Recipient to seek injunctive or other equitable relief and recipient '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.

6. **NO OBLIGATION TO USE:** Sponsor may at any time abandon the use of any Surprise and Delight for any reason, with or without legal justification or excuse, and recipient s shall not be entitled to any damages or other relief by reason thereof.
7. **DATES & DEADLINES/ANTICIPATED NUMBER OF RECIPIENT S:** Because of the unique nature and scope of the Activation, Sponsor 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 Activation.
8. **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each recipient agrees to sign the same upon Sponsor's request therefor.