

#SmallBizWishContest OFFICIAL RULES

NO PURCHASE NECESSARY.

1. Eligibility: #SmallBizWishContest (the "Contest") is open only to owners of an active, solvent, and lawfully operating Small Business (as defined below), who are legal residents of the fifty (50) United States and the District of Columbia, and who are at least eighteen (18) years old and the age of majority of their state of residence at the time of entry ("Entrant"). A qualifying Small Business is defined as an entity that (1) is domiciled and has a principal place of business in the fifty (50) United States and the District of Columbia; (2) does not have more than twenty-five (25) employees; (3) does not earn more than 2 million dollars in annual revenue; (4) has not received more than \$250,000.00 in venture capital or other third party funding, and (5) has not filed for bankruptcy within the last two (2) years, and/or has not made an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a petition in any court setting forth or alleging any of the foregoing, or has a trustee, receiver, or officer of the court appointed to control or supervise all or any substantial part of its assets or business at the time of entry. Employees of Six Continents Hotels, Inc., MBAs Across America Inc., CMGRP, Inc. D/B/A Weber Shandwick, Turner Broadcasting System, Inc., HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Owners of a Small Business that competes with Sponsor's business are not eligible. A business that competes with Sponsor's business would be one that operates a lodging company, a travel agency, including an online travel agency, or otherwise sells or offers for sale hotel or motel rooms. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Six Continents Hotels, Inc., 3 Ravinia Drive, Atlanta, Georgia 30346. **Administrator:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: Participation in this Contest constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. *Entrant acknowledges that it has entered this contest voluntarily and understands that its Initial Submission will be public information.* Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on December 22, 2014 at 12:00 a.m. Eastern Time ("ET"), ends on January 16, 2015 at 11:59 p.m. ET (the "Contest Period") and consists of four (4) phases as defined in the chart below. Twitter's servers operate as the timing keeping device for the Initial Submission Phase and Administrator's servers operate as the official time-keeping device for the Finalist Submission Phase.

Phase	Starts at 12:00 a.m. ET	Ends at 11:59 p.m. ET
Initial Submission Phase	December 22, 2014	December 25, 2014
Judging Phase	December 26, 2014	January 8, 2015
Finalist Notification	January 9, 2015	January 9, 2015
Finalist Submission Phase	January 9, 2015	January 16, 2015

5. How to Enter: You will need to use your Twitter account (for purposes of this Contest "your Twitter account" means either your personal or your Small Business' Twitter account) to participate. Creating a Twitter account is free, but is subject to its terms of service (<https://twitter.com/tos>). Your account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor and for you to enter this Contest. In order to enter the Contest and remain eligible, you must keep your account settings set to "unprotected" and/or "public" on the Twitter account you use to enter the Contest and you must follow (as defined by Twitter) the Sponsor on Twitter (@HolidayInn) with the Twitter account you use to enter the Contest from the time you submit your Initial Submission through January 9, 2015, 11:59PM. Following the Sponsor means you must subscribe to Sponsor's tweets as a follower, Sponsors' updates will appear in your Home tab (as defined by Twitter), and Sponsor will be able to send you direct messages.

During the Initial Submission Phase: To enter, you must Tweet your Initial Submission (as defined below), from your Twitter account. Your Initial Submission, which is the Tweet content you use to enter the Contest, must include the hashtag #SmallBizWishContest and must:

- articulate what your Small Business did to support the Small Business' local community in the January 1 – December 31, 2014 calendar year and describe the social impact of that support on the local community.

Initial and Finalist Submissions will each be referred to as a "Submission" and both Initial and Finalist Submissions must adhere to the Submission Guidelines, as defined below. By Tweeting and/or uploading to YouTube your Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below and that Sponsor may disqualify you from the Contest if it believes, in its sole discretion that your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must be in English;
- The Submission must include the hashtag #SmallBizWishContest;
- The Initial Submission must be a tweet from your personal or Small Business Twitter account that contains no more than 140 characters;
- The Initial Submission must describe what your Small Business did to support its local community in the January 1 – December 31, 2014 calendar year and the social impact of that support in the local community;
- The Finalist Submission must be emailed to the Administrator and contain a link to a live YouTube video (that will remain live on YouTube until January 23, 2015 at 11:59PM). This YouTube video must be created by you and not be more than 2 minutes in length. It must also include all of the following: the Entrant's name; the Small Business name; Small Business website, if your business has a website; Small Business location (City and State); a description of how long you have been running this Small Business; Number of employees in your Small Business; a description of what your business does and the consumers that it targets; a description of how your Small Business creates a positive social impact in your community; a description of how you plan to use the \$25,000.00 cash prize; and description of your experience and expertise that makes you qualified to run your Small Business.

Content Restrictions (apply to both Initial and Finalist Submission):

- The Submission must represent your original work and ideas;
- The Submission must be truthful and verifiable by Sponsor;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, or any other person or party;
- The Submission must not feature third-party brand names or trademarks without those third-party's permission (If third-party brand names or marks are used with permission from the owner, Entrant must be able to document such permissions in a form acceptable to Sponsor);
- The Submission must not contain text or language that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain text or language that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Limit: Each Entrant may enter the Contest one (1) time during the Contest Period. Entrants may submit only one Initial Submission and Finalists may submit only one Finalist Submission. Submissions received from any person or Twitter account or email account in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Released Parties (as defined in Section 10,

below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

In the event of a dispute regarding any Submission, the authorized account holder of the Twitter account used to enter will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address associated with the Twitter account by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being an authorized account holder.

6. Finalist Determination & Finalist Submission Phase: After the Initial Submission Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select ten (10) Finalists from among all eligible and qualified Submissions received, based on an application of the following judging criteria:

- Uniqueness of the support the Small Business provided to the local community in the January 1 - December 31, 2014 calendar year (50%);
- Magnitude of the social impact that the Small Business' support in the local community provided in the January 1 - December 31, 2014 calendar year as described in the Submission (40%); and
- Clarity in describing the support the Small Business gave to the local community and the resulting social impact in the Submission (10%).

In the event of a tie in determining the Finalists, the Entrant(s) whose Submission received the higher score in the "Clarity of Submission" category as determined by the qualified judges in their sole discretion, will be deemed a Finalist. Sponsor reserves the right to select fewer than the stated number of Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. If there are no eligible and qualified Submissions, Sponsor may terminate this Contest.

Finalists will be notified by Direct Message through Twitter with instructions and timing for how to participate as a Finalist. The Finalists will be notified on January 9, 2015 and will have seven (7) days from the date of the notification to submit their Finalist Submissions (as defined below). Only Finalists are eligible and qualified to submit a Finalist Submission. The Finalist Submission must be emailed to the Administrator at the address provided in the detailed instructions and must contain a live link to a YouTube video that the Finalist created and uploaded to YouTube for the purposes of this Contest ("Finalist Submission"). The YouTube video for the Finalist Submission must not be longer than two minutes in total length, must remain viewable to Administrator on YouTube until 11:59pm on January 23, 2015, and must provide the following information:

The hashtag #SmallBizWishContest
The Entrant's name;
The Small Business name;
Small Business website, if your business has a website;
Small Business location (City and State);
How long you have been running this Small Business;
Number of employees in your Small Business;
Describe what your business does and the consumers that it targets;
Describe how your Small Business creates a positive social impact in your community;
How you plan to use the \$25,000 cash prize; and
Describe your experience and expertise that makes you qualified to run your Small Business.

The video may be posted as a private video link on YouTube. The Finalist Submission must be received by the Administrator within seven (7) days of the date that notice was provided to Finalist through Twitter in order for the Entrant to remain eligible and move to the finalist stage of judging in the Contest. Sponsor will review the video Submission for purposes of determining the winner and will otherwise not publicize the content of the video Submission. The video may include other employees or consumers, so long as the Finalist has permission to include others. If requested, Finalist must be able to provide all such permissions

in a form acceptable to Sponsor. The video must also conform to the Submission Guidelines and Content Restrictions described above.

7. Winner Determination & Requirements: After the Finalist Submission Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select the potential winner from among all eligible and qualified Finalist Submissions received, based on an application of the following criteria judging criteria:

- Uniqueness of the support the Small Business provided and resulting social impact to the local community in the January 1 - December 31, 2014 calendar year (40%);
- Magnitude of the social impact that the Small Business' support in the local community provided in the January 1 - December 31, 2014 calendar year as described in the Submission (30%); and
- Small Business owner's presentation of a thoughtful plan on how to use the Grand Prize to further the Small Business' mission and the demonstrated capability of the Small Business owner to execute the proposed plan for using the Grand Prize funds (30%).

In the event of a tie in determining the Finalists, the Entrant(s) whose Submission received the higher score in the "Uniqueness of the support the Small Business provided and resulting social impact to the local community in the January 1 - December 31, 2014 calendar year" category as determined by the qualified judges in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to not select a winner if, in its sole discretion, it does not receive a qualified Finalist Submission. The potential winner will be notified by email on the account used to submit the Finalist Submission on or around January 23, 2015. The potential winner and its Small Business will be required to sign and return a Declaration of Compliance, Liability and where not prohibited, a Publicity Release ("Declaration") to Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim his/her prize. This Declaration will also include the potential winner's agreement to a background check of himself/herself as well as the Small Business. If a potential winner cannot be contacted, fails to sign and return the Declaration(s) within the required time period (if applicable), or does not pass the background check (or the Small Business does not pass the background check) as determined by Sponsor, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If the potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the qualified judges, in Sponsor's sole discretion. In the event that no qualified Finalist Submissions are received or potential winner does not pass the background check, Sponsor will donate the cash prize to MBAXAmerica, Inc.

8. Prize: ONE (1) GRAND PRIZE: A check for \$25,000.00 for the Small Business, a 5-day consultation for the Small Business with MBAXAmerica, Inc. at the Small Business' principal place of business consistent with MBAXAmerica's program structure as described on its website (www.MBAXAmerica.com) in the summer of 2015 (all details of consultation services, times and dates to be determined by Sponsor and MBAXAmerica, Inc.) valued at \$5,000, and 140,000 IHG® Rewards Club points for the Small Business owner valued at \$560. The Total Approximate Retail Value of the prize: \$30,560.00.

The potential winning Small Business owner will need an IHG® Rewards Club membership ("Account") to receive the prize of IHG Rewards Club points. The Small Business is not permitted to have an Account and therefore this aspect of the prize is for the Small Business owner. If you don't already have an Account, visit <http://www.ihg.com/hotels/us/en/rewardsclub/home> and following the links and instructions to create an Account. Creating an Account is free. This element of the prize will be credited directly into winner's Account. The credited points may thereafter be redeemed in any manner consistent with the IHG® Rewards Club Membership Terms and Conditions, which are subject to change at any time without notice and can be found at http://www.ihg.com/hotels/us/en/global/customer_care/member-tc.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Small Business and its owner winner are responsible for all taxes and fees associated with prize receipt and/or use. Cash and IHG Rewards Club points will be fulfilled 8 – 10 weeks after conclusion of the Contest.

9. Publicity: Acceptance of the prize shall constitute and signify the winner's and Small Business' agreement and consent that Sponsor and its designees may use the winner's name, Small Business' name,

city, state, likeness, and/or prize information in connection with the Contest and for marketing and/or advertising relating to the Contest and winner. Winner, personally and on behalf of the Small Business, also agrees to allow Sponsor and its designees to film the MBAXAmerica consultation process; understands that Sponsor will own the copyrights to the film; consents to the use of winner's and Small Business' information and likeness and consents to the use of the film for advertising or promotional purposes by Sponsor, its designees or MBAXAmerica, Inc., worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

10. Release: By receipt of any prize, winner, personally and on behalf of the Small Business, agrees to release and hold harmless the Sponsor, MBAs Across America Inc., Weber Shandwick, Turner Broadcasting System, Inc., Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible and qualified Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

12. Disputes: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to

any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from Entrant is subject Sponsor's Privacy Policy https://www.ihg.com/hotels/us/en/global/customer_care/privacy_statement and to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

14. Winner List: For a winner list, visit <http://bit.ly/1v0qi1W>. The winner list will be posted after winner confirmation is complete.

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