

**Omni Hotels & Resorts**  
**“Summer Music Sweepstakes”**  
**Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION CONSTITUTES PARTICIPANT’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED.

TRAVEL TO NEW ORLEANS FOR ARRIVAL BY APRIL 22, 2016 IS REQUIRED.

**I. SWEEPSTAKES PERIODS:**

The Omni Hotel & Resorts “Summer Music Sweepstakes” (“Sweepstakes” or “Promotion”) is comprised of three Sweepstakes Promotions for three (3) Business Entities (“Business Entities” or “Entities”).

- 1.) The Group Sales Business Entities Promotion starts at 12:00:01 a.m. Eastern Time (“ET”) on April 16, 2015 and ends at 11:59:59 p.m. ET September 27, 2015 (“Group Entities Entry Period”).
- 2.) The Catering Business Entities Promotion starts at 12:00:01 a.m. Eastern Time (“ET”) on April 16, 2015 and ends at 11:59:59 p.m. ET September 27, 2015 (“Catering Entities Entry Period”).
- 3.) Business Travel and Leisure Sales/Travel Agent Entities Promotion starts at 12:00:01 a.m. Eastern Time (“ET”) on April 16, 2015 and ends at 11:59:59 p.m. ET September 27, 2015 (“Business Travel Entities Entry Period”).

**II. ELIGIBILITY:** The Sweepstakes is open only to Business Entities owners and employees (“Participant(s)” or “you”) who are 18 years of age or older as of the Entry Period start date and are legal residents of the fifty United States and District of Columbia. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories, or where prohibited, taxed, or otherwise restricted by law. Not open to the general public. Officers, directors and employees of Omni Hotels & Resorts (“Sponsor”), its parent company, divisions, subsidiaries and affiliates, Compliance Sweepstakes Services LLC (“Administrator”), and the agents, advertising, promotional and judging agencies of each of the foregoing, and any other entity or persons that develops, produces or distributes materials for or related to this Sweepstakes (collectively, the “Release Entities”), and members of the immediate families (defined for these purposes as including parents, grandparents, children, grandchildren, siblings, and each of their respective spouse) or households (whether related or not) of any of the above, are NOT eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations, and is void outside the 50 United States and D.C. and where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**III. METHODS OF ENTRY FOR EACH BUSINESS ENTITY:** An individual from any one of the Business Entities will be deemed a Participant in the Sweepstakes if they are eligible and enter the Sweepstakes using at least one of the following methods of entry:

**1.) Group Sales Business Entities Entry Requirements:** To receive one (1) entry into the Grand Prize Sweepstakes drawing the Business Entity is required to book and qualify a group meeting that has a minimum room spend of \$15,000, and the contract is consumed between April 16, 2015 and September 27, 2015 (“Consumed Date”). Participants are required to have successfully completed Omni Meetings University in order to be eligible for a Prize. Booking can be combined with multi-meetings.

**Bonus Entry:** To receive a second “bonus” entry into the Sweepstakes, all above conditions must be met and the booking must take place at one of the following select hotels and resorts:

- Omni Barton Creek Resort & Spa
- Omni Dallas Hotel at Park West
- Omni Fort Worth Hotel
- Omni Jacksonville Hotel
- Omni La Costa Resort & Spa
- Omni Los Angeles Hotel at California Plaza
- Omni New Haven Hotel at Yale

- Omni Rancho Las Palmas Resort & Spa
- Omni Riverfront Hotel
- Omni Royal Crescent Hotel
- Omni San Antonio Hotel at the Colonnade
- Omni Severin Hotel
- Omni Shoreham Hotel
- Omni Tucson National Resort

**2.) Catering Sales Business Entity Entry Requirements:** To receive one (1) entry into the Grand Prize Sweepstakes drawing the Business Entity is required to book and qualify a catered event that has a minimum food & beverage spend of \$15,000. Contracts cannot be combined with any other promotional offers, including Select Rewards. Business Entity's client's contract must be consumed between April 16, 2015 and September 27, 2015.

**3.) Business Travel Entity and Leisure Sales/Travel Agent Entities Entry Requirements:** To receive one (1) entry into the Grand Prize Sweepstakes drawing the Business Entity is required to have a booked business revenue increase of \$15,000 during the Business Travel Entry Period, compared to April 16, 2014 to September 27, 2014.

All Business Entities may enter the Grand Prize Sweepstakes drawing by hand printing on a 3" x 5" card, in black or blue ink, your company's name, your first name, last name, e-mail address (if available), company's mailing address, city, state, zip, day and evening phone numbers with area code first, and date of birth. Mail the 3" x 5" card in a hand printed first class stamped envelope to: Compliance/Omni Hotels "Summer Music Sweepstakes", PO Box 468, Stonington, CT 06378. All entries must be postmarked according to the end date of your Business Entity category found in Section I. Each properly completed and received card receives one entry into the Sweepstakes drawing. Typed, computer generated, or otherwise mechanically reproduced 3" x 5" cards, and outer envelopes are NOT allowed and will not be accepted. Proof of sending a submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for mail that is lost, late, incomplete, invalid, unintelligible, illegible, stolen, damage, or misdirected. Postage due mail entries will be disqualified.

#### IV. CONDITIONS OF BOOKINGS:

- a. If a booking is cancelled, or an invoice credited prior to the official end date or "Consumed Date" for your Business Entity (Refer to Section III in these Official Rules), the entry will be excluded from the Sweepstakes Promotion.
- b. The business name, and or the business owner's name will be entered into the Sweepstakes database at time of booking and or receipt of signed purchase order. If there is more than one owner, the entry will be in the name of the owner who signs off on booking purchase orders.
- c. All booking orders must be received and credited by 11:59:59 p.m. of the Business Entity's end date. Refer to Section I in these Official Rules.
- d. Tentative or existing bookings placed prior to April 16, 2015 will not be included in this Sweepstakes Promotion. This offer cannot be used with other promotional offers or discounts.
- e. All qualified bookings need to be consumed by the dates that appear in Section III of these Official Rules.
- f. Bookings listed are per contract, not per event.
- g. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

**V. DRAWING & NOTIFICATION:** The Grand Prize Winner ("Winner") will be selected, from among all eligible entries received, in a random drawing conducted on or about November 1, 2015 by Compliance Sweepstakes Services LLC (the "Sweepstakes Administrator"), an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning will depend on the total number of eligible entries received. The potential Winner will be notified by phone and e-mail. Upon initial notification and verification of the potential Grand Prize Winner, confirmation will be sent to Winner in writing via USPS mail, or other home delivery service of Sponsor's choice.

#### VI. PRIZE (the "Prize"):

One (1) Grand Prize Winner will be awarded a trip for two to New Orleans, LA to attend the New Orleans Jazz & Heritage Festival (“Jazz Festival” or “Event”) on April 22, 2016 through April 24, 2016. The trip includes two (2) round trip airfare tickets at an Approximate Retail Value (“ARV”) of \$1,000; two (2) Festival admission tickets ARV of \$400; 3-day / 2-night standard hotel accommodations (two rooms/double occupancy) at the Omni Royal Orleans ARV of \$600. Winner is offered the option of a \$1,000 cash prize in lieu of the New Orleans trip.  
Total ARV of Grand Prize Pool is \$2,000.00 USD

**The Winner and their travel companion are required to travel April 21, 2016 in order to attend the New Orleans Jazz & Heritage Festival Events April 22, 2016 through April 24, 2016.**

VII. GRAND PRIZE JAZZ FESTIVAL CONDITIONS: Prize suppliers will make every effort to confirm airfare reservations for the Jazz Festival Event as requested, however, operational and/or market conditions may prevent them from doing so on the requested dates. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor’s prize fulfillment agency. Lost, stolen or damaged travel vouchers or certificates will not be replaced or exchanged. A Winner, who lives within a 200-mile radius of the designation, will not receive the full airline ticket reimbursement portion of the prize, but a \$200.00 travel allowance. The Prize awarded consisting of products/services for two people require that the Grand Prize Winner and their companion redeem the Prize together. Travel restrictions, conditions and limitations may apply.

All expenses not specifically mentioned in Section V, are not included as part of any prize package, and are solely the Grand Prize Winner’s responsibility, including, but not limited to: hotel taxes, additional ground transportation not specified, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges, site-seeing excursions and any other incidental costs or expenses not identified in these Official Rules. It is the sole responsibility of the Grand Prize Winner to satisfy the entry requirements of the United States as necessary. Grand Prize Winner and companion are also responsible for obtaining airline travel insurance, and all other forms of insurance at the Winner’s option and hereby acknowledge that Sponsor has not and will not obtain or provide any other types of insurance. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the supplier of accommodations, venue operators, transportation companies, Prize providers or any other persons providing any Prize-related services. Sponsor is not liable for any missed Prize Event, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other Prize element except at the sole and absolute discretion of Sponsor. Companion of Grand Prize Winner must be at least eighteen (18) years of age as of the date of departure. Once a travel companion is selected, he/she may not be substituted, except in Sponsor’s sole and absolute discretion. Travel companion must execute liability/publicity releases prior to issuance of travel documents. If travel companion is a minor, parent or legal guardian must sign and return release and accompany minor on trip. If the Winner becomes disabled or cannot otherwise fully enjoy the Jazz Event Prize travel package due to illness, Sponsor shall have the option of: (a) being relieved of liability for fulfillment of the Prize award; or (b) at Sponsor’s sole and absolute discretion, extending the period during which the Prize may be awarded for a period equal to the duration of the Prize Grand Prize Winner’s disability or illness, in which case certain Prize components may not be available. The Grand Prize Winner must prove such disability by a doctor’s certificate, which certificate shall be endorsed by another physician agreeable to Sponsor and Grand Prize Winner at Sponsor’s expense. The Prize must be completed between April 22, 2016 and April 24, 2016, or prize will be forfeited. Additional Prize award details and travel information to be provided to the Winner at the time of notification. Any changes made will be at the expense of the Grand Prize Winner.

VIII. GENERAL TERMS AND CONDITIONS: Grand Prize Winner is required to comply with any and all applicable federal, state and local laws, rules, regulations, and solely responsible for all federal, state and/or local taxes, or for any other fees or costs associated with the prize they receive. The stated ARV of the Prize is based on available information provided to Sponsor at the time these Official Rules were drafted (and any difference in ARV at the time of awarding will not be awarded). The Winner receiving a Prize valued over \$600.00 is required to sign an Affidavit of Eligibility to sign an Affidavit of Eligibility and Liability/Publicity Release (collectively, the “Prize Acceptance Release”), and return it within five (5)

days of written notification and will be required to send a copy of their passport, driver's license or birth certificate as proof of age and provide Sponsor with a valid social security number before a Prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of the Grand Prize Winner. If a Winner is a minor in the state they reside, Prize may be awarded in the name of, or to his/her parent or legal guardian. Non-compliance may result in disqualification. If any potential Winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize Winner, such potential Winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize to an alternate Winner. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential Winner cannot attend or participate in any portion of the Prize, or declines a Prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential Winner may be selected. If, for any reason, more bona fide Winners come forward seeking to claim prizes in excess of the number of each type of Prize set forth in these Official Rules, the Winner, or remaining Winners, as the case may be, of the advertised number of Prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such Prize(s). Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances. The Release Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winner. All properly claimed Prizes will be awarded. The Sponsor and its agents are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any Prize awarded in this Sweepstakes. The Prize Acceptance Release is subject to verification by Sponsor.

**IX. INTERNET LIMITATIONS OF LIABILITY:** If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prize using all non-suspect eligible entries received as of this termination date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**X. OPT-IN:** By participating, you consent for the Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes. You are authorizing the Sponsor to send you e-mails as entered on entry form, about its products and services. You may opt out of receiving future e-mails from Sponsor by clicking on the link contained in any e-mail. You will remain eligible for this Promotion whether or not you opt out of receiving promotional e-mails from Sponsor.

**XI. RELEASES:** Except where prohibited by law, acceptance of a Prize constitutes Winner's agreement to waive, release and hold harmless the Release Entities from and against any and all liability whatsoever for any loss, harm, damage, injury, cause of action, claim, cost or expense (including without limitation any

property damage, personal injury and/or death) arising in any way from or in connection with their participation in this Sweepstakes, any Sweepstakes-related activity, the acceptance, possession or use or misuse of any Prize, the Release Entities reliance upon Winner's compliance with these Official Rules. Winner's acceptance of a Prize constitutes permission (except where prohibited) for the Sponsor to use the Winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation.

**XII. GOVERNING LAW/DISPUTES:** The Grand Prize Winner agrees that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with the Sweepstakes shall be resolved, upon the election by either the entrant or Sponsor, by arbitration conducted by telephone, online and/or be solely based on written submissions without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Unless both the Participant and Sponsor agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and the entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and the entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Official Rules and without waiving either party's right to appeal such decision, should any portion of this paragraph be deemed invalid or unenforceable, then the entirety of this arbitration provision (other than this sentence and the paragraph below) shall be null and void.

If arbitration is not used to resolve a Claim, the entrant AGREES THAT THERE WILL NOT BE A JURY TRIAL. ENTRANT AND SPONSOR EACH UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE SWEEPSTAKES IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT. Participant agrees that this Sweepstakes shall be subject to and governed by the laws of the Commonwealth of Georgia, without giving any effect to the principals of conflicts of law, and the forum for any dispute shall be in Dallas, Texas.

**XIII. WINNERS LIST / OFFICIAL RULES REQUEST:** For the names and city/state of residence of prizewinners or a copy of these Official Rules send a self-addressed, stamped envelope and received by 2/15/16 specifying Winners List or Official Rules request to: CSS/ Omni Summer Music Sweepstakes Winners List, 106 Elm St, Stonington, CT 06378.

**XIV. SPONSOR:** Omni Hotels & Resorts, 4001 Maple Ave Suite 500, Dallas, TX 75219

**XV. ADMINISTRATOR:** Compliance Sweepstakes Services LLC, 106 Elm Street, Stonington, CT 06378.

**XVI. MISCELLANEOUS:** The New Orleans Jazz & Heritage Festival and Foundation, Inc. are not sponsors of this Sweepstakes and have not authorized or otherwise sanctioned or agreed to this Sweepstakes and/or the use of the name and/or services for the purposes set forth herein. The names of

individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For a Sweepstakes, to the extent there is a conflict between these Official Rules and any terms of use or other agreement posted on the Sponsor's Sweepstakes Website, these Official Rules control