

## Starwood Holiday Scratch Off Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** If you request the Instant Win Game URL by texting "GIFTADAY" to 60867, you will receive four (4) text messages in response to your request from an automated system. You will also receive: a.) one (1) text message per day (until 12/24/16) from an automated system with reminders to play every day and b.) recurring text messages per month from an automated system with coupons and offers from your local Starwood mall. Consent is not required to buy goods and services. Text STOP to 60867 to opt out. Text HELP to 60867 for information. You may not be able to participate by text messages through all wireless carriers.

**1. Eligibility:** Starwood Holiday Scratch Off (the "Instant Win Game") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, and representatives of Starwood Retail Partners, HelloWorld, Inc., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game 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 the Instant Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Starwood Retail Partners, 1 East Wacker Suite 3600 Chicago, IL 60601. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Instant Win Game begins on November 24, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on December 24, 2016 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Instant Win Game.

**4. How to Enter:** During the Promotion Period, visit <https://starwood.promo.eprize.com/giftaday/>\*\* and follow the links and instructions to complete and submit the registration form, including a valid email address. Once you submit the form, you will automatically receive one (1) Instant Win Game play for that day and proceed to the Instant Win Game page. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

\*\*If you request the Instant Win Game URL by texting "GIFTADAY" to 60867, you will receive four (4) text messages in response to your request from an automated system. **Message and data rates may apply.** Text **STOP** to 60867 to opt out. Text **HELP** for information. Send questions to [questions@helloworldfulfillment.com](mailto:questions@helloworldfulfillment.com). Participating carriers include: AT&T Wireless (Cingular Blue), T-Mobile, AT&T (Cingular Orange), Verizon Wireless, Sprint, Nextel Communications, Alltel, Bell Mobility, Fido/Microcell Connexions, Manti Tel Nucla-Naturita Tel, Eagle Telephone System, Epic Touch, CTC Telecom, Mobi PCS, Duet IP, Farmers Mutual Telephone, All West Communications, Gold Star Communications, South Central Utah, UBET, Peoples Wireless, Pioneer Cellular, Mosaic, MTA, MobileNation\_SI\_Wireless, United Wireless, Appalachian Wireless, TELUS Mobility, Google Voice, Chariton Valley Wireless, DTC Wireless (Advantage Cellular Systems) Pine Cellular, Syringa Wireless, Rogers Cantel Inc, Rural Cellular Corp, US Cellular Corp, West Central Cellular, Dobson Cellular, NTELOS, Bluegrass Cellular, Centennial Cellular Corp, Sasktel Mobility, Telcel, Telefonica, Revol, Cox Wireless, AWCC (Allied Wireless Communication Services) - former Alltel, Aliant Telecom, Northern Telephone, Cincinnati Bell, Cellular South, MTS, Boost Mobile, Virgin Mobile Canada, Telebec, Carolina West Wireless, Cricket/Leap, Appalachian Wireless, Immix Wireless, Cellcom, Virgin Mobile USA, Cellular One of East Central Illinois, GCI/Alaska Digitel, Inland Cellular, Illinois Valley, Nex-Tech, United Wireless, Claro, Movistar, Nextel Communications, Personal. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, visit <http://www.starwoodretail.com/privacy>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

**Limit:** Each entrant may play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**5. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.**

**6. Instant Win Game Prize Selection and Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There will be thirty-one (31) random, computer-generated winning times during the Promotion Period, one (1) per day. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. Each potential winner will be required to provide his/her mailing address (P.O. Boxes are not permitted), which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If any potential winner cannot be contacted, or fails to provide any other requested information within the required time period, potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Instant Win Game.

**7. Prizes:** There will be thirty-one (31) prizes awarded during the Promotion Period, one (1) per day as determined by the Sponsor in its sole discretion. The specific prizes and approximate retail value ("ARV") of each available prize is listed in the chart below:

<b>Prize Description</b>	<b>ARV</b>
Men's Shinola watch	\$522
GoPro Hero black bundle	\$500
Windows Surface 3 (64 GB)	\$500
Southwest gift card	\$500
Hover board	\$400
Xbox One	\$400
Apple Watch Sport	\$350
Beats Studio headphones	\$280
Fugoo Tough Bluetooth speaker	\$230

Amazon Echo and WeMo Switch Smart Home bundle	\$220
Travel Pro luggage set	\$220
Tory Burch Robinson zip continental wallet	\$211
Kate Spade handbag	\$168
Michael Kors watch	\$168
Samsung VR and a Level U bundle	\$160
Macy's gift card	\$150
Macy's gift card	\$150
Macy's gift card	\$150
Sundome Tent	\$130
Fitbit Alta	\$128
The Art of Shaving kit	\$120
Sperry duck boot	\$110
Nordstrom gift card	\$100
Nordstrom gift card	\$100
Nordstrom gift card	\$100
Cheesecake Factory gift card	\$100
Mall gift card	\$50
Mall gift card	\$50
Mall gift card	\$50
Mall gift card	\$50
Mall gift card	\$50

The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Terms and conditions apply. Odds of winning an Instant Win Game prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. TOTAL ARV OF ALL PRIZES: \$6,417 Limit: One (1) Instant Win Game prize per person.

**8. Publicity:** Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Instant Win Game, or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Instant Win Game is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

**10. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, HelloWorld, Inc., and any promotional partners, each of their parent, subsidiary, affiliate, and

**related companies, and each of its and their respective officers, directors, employees, and agents (collectively the “Released Parties”) from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.**

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (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 entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) 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 Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another entry in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Instant Win Game, the Official Rules, or the Administrator’s Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Instant Win Game, the Official Rules, or the Administrator’s Mobile Terms and Conditions, you will send a written notice to the Administrator (“Demand”). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator’s Mobile Terms and Conditions. You must send the Demand to the following address (the “Notice Address”): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the “Arbitrator”). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney’s fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or

the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Instant Win Game, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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. The place of arbitration shall be Oakland County, Michigan.

**13. Entrant's Personal Information:** Information collected from entrants is subject to the HelloWorld Privacy Policy (<http://www.helloworld.com/privacy-policy>) and the Sponsor's Privacy Policy (<http://www.starwoodretail.com/privacy>).

**14. Winner List:** For a winner list, visit <http://bit.ly/2eCGd6i>. The winner list will be posted after winner confirmation is complete.

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