

**ABBREVIATED DISCLOSURES:**

**NO PURCHASE NECESSARY.** Program begins on 9/11/2023 at 12:00:01 a.m. ET and ends on 12/31/2023 at 11:59:59 p.m. ET. Program is intended only for eligible participants who are employed at participating IHG® Hotels in the United States and other specified hotel location countries. See full Terms and Conditions at <https://codenameedge.ihg.com/> for additional eligibility requirements, prize descriptions and restrictions, and other details of the Program. Void where prohibited.

Administrator: Maloney Strategic Communications, Inc.

Sponsor: Six Continents Hotels, Inc., an InterContinental Hotels Group company (“IHG”).

**IHG® Business Edge Code Name Edge Program**  
**TERMS AND CONDITIONS**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE IN THIS PROGRAM OR TO WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTIONAL PROGRAM IS INTENDED ONLY FOR ELIGIBLE PARTICIPANTS IN THE UNITED STATES AND OTHER HOTEL LOCATION COUNTRIES (AS DEFINED BELOW IN 18). DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE OR ARE NOT LOCATED IN THE UNITED STATES OR IN ANOTHER HOTEL LOCATION COUNTRY DURING THE PROMOTION PERIOD. VOID WHERE PROHIBITED.

**1. Agreement to Official Rules:** By participating in the IHG® Business Edge Code Name Edge Program (the “**Program**”), participant fully and unconditionally agrees to and accepts these Terms and Conditions (“**Terms**”) and the decisions of the Administrator and Sponsor, which are final and binding in all matters related to the Program. Whether a participant receives a prize is contingent upon fulfilling all requirements set forth in these Terms. The current Terms and Conditions are those that are posted on the dedicated website for the Program (“**Program Website**”), which can be found at <https://codenameedge.ihg.com/>.

**2. Administrators and Sponsor:**

**(a)** The “**Administrator**” of this Program is Maloney Strategic Communications, Inc., 8111 LBJ Fwy, Suite 1425, Dallas, TX 75251.

**(b)** The “**Sponsor**” for this Program is Six Continents Hotels, Inc., an InterContinental Hotels Group company (“IHG”), Three Ravinia Drive, Suite 100, Atlanta, GA 30346.

**3. Program Period and General Program Description:** The Program begins on September 11, 2023 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on December 31, 2023 at 11:59:59 p.m. ET (the “**Program Period**”). As more fully described in these Terms, the Program consists of: (a) four (4) weekly challenges, with an award of 5,000 IHG One Reward points for weekly challenge that an eligible participant successfully completes (“**Weekly Challenge Prize**”), and (b) a total of thirty-three (33) regional grand prizes (“**Grand Prizes**”), consisting of eleven (11) First Place Grand Prizes, eleven (11) Second Place Grand Prizes, and eleven (11) Third Place Grand Prizes, as outlined further in Section 7. The Grand Prizes will be awarded to the hotel salespersons in each Region (as detailed below in Section 7) who enroll the highest number of IHG® Business Edge accounts during the Program Period, as long as those accounts also book and consume at least one (1) room night on the IHG® Business Edge rate during the Program Period. Participation in this Program does not constitute participation in, or entry into, any other program, promotion, contest or sweepstakes offered by Administrator or Sponsor.

**4. Eligibility and Participation:** Subject to any restrictions or grounds for disqualification set forth in these Terms, the Program is open to individuals who are (i) employed in good standing at an “IHG® Hotel” (defined in Section 18) in the role of an “*on-property*” IHG® sales colleague, both during the Program Period and at the time of award of the Weekly Challenge Prize or Grand Prize (as applicable), (ii) a lawful United States resident or lawful resident of one of the other hotel location countries, as defined below in Section 18, and (iii) eighteen (18) years of age or the minimum age of majority in their country of residence (whichever is older). The following individuals, even if they meet the above criteria, are not eligible to participate in this Program or receive any prize awarded in connection with the Program: (a) Employees, officers and directors of Administrator or any of Administrator’s parent, subsidiary, or affiliated companies, and the immediate family and/or household members of each such person; and (b) officers, directors, and corporate or other *off-property* employees of Sponsor or Sponsor’s parent, subsidiary, or affiliated companies, and the immediate family and/or household members of each such person. Participation in this Program and receipt of any prizes by a participant is subject to the internal policies of the company, organization or entity that employs them, and by participating, each participant agrees that such participation is permitted by, and is in conformity with, such internal policies regarding participation in such programs/promotions and receipt of prizes.

**5. Registration for the Program:** A person seeking to participate in the Program must, during the Program Period, go to the Program Website (found here: <https://codenameedge.ihg.com/>) and follow the on-screen instructions to complete the registration information and agree to these Terms. All requested information on the registration form must be completed accurately, and all participation eligibility requirements must be met, in order to participate in the Program and to be eligible to win any prizes. The information submitted when registering is used in connection with awarding prizes and contacting the winners. Participants are responsible for entering the information accurately, and the failure to do so may impact a participant’s ability to receive a prize. No illegible, incomplete, forged, mechanically reproduced, software-generated, or other automated or multiple entries will be accepted.

**6. Weekly Prize:** To participate in the Weekly Prize portion of the Program and have an opportunity to win a Weekly Prize, participant must be registered for the Program. Once registered, a participant may access the Program informational page by logging in through the Program Website. Once logged in, participant has access to various themed informational modules, videos, polls, widgets, and other content (“**Content**”) relating to that week’s challenge (“**Weekly Challenge**”). New Content and a new Weekly Challenge are introduced each week from September 11, 2023 through October 31, 2023 (the “**Initial Weekly Challenge Period**”), for a total of four (4) Weekly Challenges. For purposes of these Terms, a “week” is defined as each seven (7) day period, beginning each Monday at 12:00:01 a.m. ET and ending on the immediately following Sunday at 11:59:59 p.m. ET. Each week during the Initial Weekly Challenge Period, participant has an opportunity to review the Content and take any other steps required, as outlined on the Program Website, to complete that week’s specific Weekly Challenge. Starting November 1, 2023, at 12:00:01 a.m. ET and through the end of the Program Period (“**Extended Weekly Challenge Period**”), a participant who has not yet completed a Weekly Challenge during the Initial Weekly Challenge Period may access the Weekly Challenges to review the Content and take such other steps as are required to complete a specific Weekly Challenge during the Extended Weekly Challenge Period. All Weekly Challenges must be completed in full before 11:59:59 p.m. ET. on December 31, 2023.

**(a) Weekly Challenges:** As noted above, a participant has an opportunity, either during the Initial Weekly Challenge Period or the Extended Weekly Challenge Period, as set forth above, to review the Content relating to that week’s challenge and to take any other steps required to complete the Weekly Challenge. However, a participant must first successfully complete one week’s Weekly Challenge in

order to unlock the next week's Weekly Challenge. Consequently, even if a participant registers for the Program in the middle of the Program Period, the participant will still need to complete the Weekly Challenges of earlier weeks in order to be able to unlock Weekly Challenges for later weeks. Instructions for completing the Weekly Challenges are provided on the Program Website.

**(b) Weekly Challenge Prizes:** A participant will be eligible to win a Weekly Challenge prize ("**Weekly Challenge Prize**") upon that participant's successful completion of the Weekly Challenge for that week. Weekly Challenge Prizes come in the form of IHG One Rewards points vouchers worth 5,000 IHG One Rewards points, as follows:

**Week One Prize:** One (1) voucher for 5,000 IHG One Rewards points

**Week Two Prize:** One (1) voucher for 5,000 IHG One Rewards points

**Week Three Prize:** One (1) voucher for 5,000 IHG One Rewards points

**Week Four Prize:** One (1) voucher for 5,000 IHG One Rewards points

The total number of IHG One Rewards points vouchers to be awarded depends on the number of eligible participants who successfully complete each Weekly Challenge, in accordance with these Terms. A participant may win no more than one (1) Weekly Challenge Prize voucher for each Weekly Challenge they successfully complete, and no more than four (4) Weekly Challenge Prizes in total under this Program. IHG One Rewards points do not have a cash value. The approximated value of each Weekly Challenge Prize is US\$20. Should a prize become unavailable for any reason, Sponsor reserves the right to substitute a prize of equal or greater approximated value.

**(c) Weekly Prize Winner Notification Process:** If a participant becomes a winner of a Weekly Challenge Prize ("**Weekly Prize Winner**"), they will be notified that they are a winner and will be provided instructions on how to verify their eligibility and claim the Weekly Challenge Prize. Weekly Prize Winners are subject to verification by Sponsor and must also be an IHG One Rewards member in order to receive IHG One Rewards points. If a participant does not already have an account, they must visit <http://www.ihg.com/hotels/us/en/rewardsclub/home> and follow the links and instructions to create an account, at no cost. IHG One Rewards points awarded and claimed as a prize will not count toward Elite status qualification or any other promotional benefit that Sponsor offers. All points awarded under this Program are subject to the terms and conditions of the IHG One Rewards program, which are subject to change at any time without notice, and may be found at: <https://www.ihg.com/rewardsclub/content/us/en/home>. The award of IHG One Rewards points claimed as a prize may take up to six (6) weeks after a Weekly Prize Winner is verified to be deposited in their account. The value of the prize may be taxable to a Weekly Prize Winner as income under the laws of the jurisdiction where the Weekly Prize Winner resides or works. The payment of any applicable national, federal, state, provincial, and local taxes associated with a prize awarded and accepted by a participant, and any other costs and expenses associated with the acceptance and/or use of prize not specifically provided for in these Official Rules, are the responsibility of the Weekly Prize Winner. Weekly Prize Winner must contact their own tax advisor for any questions concerning any taxes that may apply.

**(d) Disqualification:** Participation in any Weekly Challenge must be by the individual participant registered for the Program and in accordance with these Terms. The use of any device to automate, manipulate, or bypass any Content or any of the actions associated with a Weekly Challenge is prohibited and will lead to disqualification. ALL POTENTIAL WEEKLY PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR OR SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF WINNING PRIZE. A PARTICIPANT IS NOT A WINNER

OF ANY PRIZE, EVEN IF A MESSAGE SHOULD SO INDICATE, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING CHALLENGE SUBMISSION HAVE BEEN VERIFIED AND THE PARTICIPANT 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 WEEKLY CHALLENGE SUBMISSION THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE WEEKLY CHALLENGE AND IS VOID AND WILL NOT BE HONORED.

**7. Grand Prizes:** There will be a total of thirty-three (33) regional grand prizes (“**Grand Prizes**”), consisting of eleven (11) First Place Grand Prizes of 250,000 IHG One Rewards Points, eleven (11) Second Place Grand Prizes of 100,000 IHG One Rewards Points, and eleven (11) Third Place Grand Prizes of 50,000 IHG One Rewards Points. One (1) First Place Grand Prize will be awarded to the on-property sales colleague in each Region, as outlined below and in Section 18, who enrolls the highest number of IHG® Business Edge accounts during the Program Period, as long as the accounts also book and consume at least one (1) room night on the IHG® Business Edge rate during the Program Period; one (1) Second Place Grand Prize will be awarded to the on-property sales colleague in each Region who enrolls the second highest number of IHG® Business Edge accounts during the Program Period, as long as the accounts also book and consume at least one (1) room night on the IHG® Business Edge rate during the Program Period; and one (1) Third Place Grand Prize will be awarded to the on-property sales colleague in each Region who enrolls the third highest number of IHG® Business Edge accounts during the Program Period, as long as the accounts also book and consume at least one (1) room night on the IHG® Business Edge rate during the Program Period, as follows:

<b>Region Number</b>	<b>Region</b>	<b>First Place Prize (IHG One Rewards Points)</b>	<b>Second Place Prize (IHG One Rewards Points)</b>	<b>Third Place Prize (IHG One Rewards Points)</b>
1	Southern Europe	250,000	100,000	50,000
2	Northern Europe	250,000	100,000	50,000
3	United Kingdom & Ireland	250,000	100,000	50,000
4	Northeast United States	250,000	100,000	50,000
5	Southeast United States	250,000	100,000	50,000
6	Midwest United States	250,000	100,000	50,000
7	West United States	250,000	100,000	50,000
8	Canada	250,000	100,000	50,000

9	Latin America	250,000	100,000	50,000
10	IMEA	250,000	100,000	50,000
11	SEAK, Australia and Pacific Islands	250,000	100,000	50,000

**(a) Entries for Grand Prize:** During the Program Period, eligible participants may submit potential corporate accounts to the IHG® Global Corporate Accounts team through the IHG® Concerto system for their consideration to become members of the IHG® Business Edge Program. For each account submitted by an eligible participant that is ultimately accepted into the IHG® Business Edge Program and that also then books and consumes at least one (1) room night on the IHG® Business Edge rate during the Program Period, the eligible participant shall receive one (1) entry into the Grand Prize for the eligible participant’s Region. If a participant submits an account that is not ultimately accepted into the IHG® Business Edge program, or if an account does not ultimately book and consume at least one (1) room night during on the IHG® Business Edge rate during the Program Period, a participant will not be entitled to receive an entry into the Grand Prize. All accounts must be submitted, and all room nights for such accounts must be booked and consumed, no later than 11:59 p.m. ET on December 31, 2023.

**(b) The Grand Prizes:** As noted above, there are eleven (11) First Place Grand Prizes available to be won by one (1) winner in each Region, eleven (11) Second Place Grand Prizes to be won by one (1) winner in each Region, and eleven (11) Third Place Grand Prizes to be won by one (1) winner in each Region. Each First Place Grand Prize is 250,000 IHG One Rewards points, each Second Place Grand Prize is 100,000 IHG One Rewards points, and each Third Place Grand Prize is 50,000 IHG One Rewards points. A First, Second, or Third Place Grand Prize can only be awarded to, and accepted by, the selected winner from each identified Region and cannot be transferred, assigned, substituted, or redeemed for cash. IHG One Rewards points do not have a cash value. The approximated value of each First Place Grand Prize is US\$1,000, the approximated value of each Second Place Grand Prize is US\$400, and the approximated value of each Third Place Grand Prize is US\$200. Sponsor reserves the right, in its sole discretion, to substitute a different prize or benefit of equal or greater value for any prize or portion of a prize that cannot be awarded for any reason

**(c) Grand Prize Winner Selection:** On or about January 10, 2024, one (1) First Place Grand Prize winner, one (1) Second Place Grand Prize winner, and one (1) Third Place Grand Prize winner will be selected in each of the eleven (11) Regions, based on which eligible participants in each Region enroll the first highest, second highest, and third highest numbers of IHG® Business Edge accounts during the Program Period that then also book and consume at least one (1) room night on the IHG® Business Edge rate during the Program Period. The selected First Place, Second Place, and Third Place Grand Prize Winners from each Region must meet all eligibility and other applicable requirements in order to claim and receive a First, Second, or Third Place Grand Prize. A participant may win no more than one (1) Grand Prize. In the event that there are two or more eligible participants in a specific Region who have enrolled the same number of qualifying accounts during the Program Period, the winner will be determined by which of the two or more eligible participants have produced more consumed room nights on the IHG® Business Edge dynamic rate from all of the accounts that they enrolled during the Program Period. For example, in the event that there is a tie between two salespersons from the same Region for a first place Grand Prize, the salesperson from that Region who has produced more

total consumed room nights on the IHG® Business Edge dynamic rate from the accounts they enrolled during the Program Period will be awarded the First Place Grand Prize, and the salesperson with second highest number of such consumed room nights will be awarded the Second Place Grand Prize. The Third Place Grand Prize would then be awarded to the salesperson from that Region with the next highest number of eligible IHG® Business Edge enrollments with at least one (1) consumed room night on the IHG® Business Edge rate from during the Program Period.

**(d) Odds of Winning Grand Prize:** The odds of being selected as a First Place, Second Place, or Third Place Grand Prize Winner are dependent upon the number of eligible entries received in an eligible participant's applicable Region.

**(e) Grand Prize Winner Notification Process:** The participants selected as the potential First Place, Second Place, and Third Place Grand Prize Winners from each Region will be notified by e-mail, using contact information provided at the time of registration. Administrator and Sponsor are not responsible for any inaccuracies, errors, or changes of email addresses or other contact information provided by participants and shall have no liability for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. Winners of a First Place, Second Place, or Third Place Grand Prize are subject to verification and must be an IHG One Rewards member in order to receive IHG One Rewards points. If a participant does not already have an account, they must visit <http://www.ihg.com/hotels/us/en/rewardsclub/home> and follow the links and instructions to create an account, at no cost. IHG One Rewards points awarded and claimed as a prize will not count toward Elite status qualification or any other promotional benefit that Sponsor offers. All points awarded under this Program are subject to the terms and conditions of the IHG One Rewards program, which are subject to change at any time without notice, and may be found at: <https://www.ihg.com/rewardsclub/content/us/en/home>. The award of IHG One Rewards points claimed as a prize may take up to six (6) weeks after a First Place, Second Place, or Third Place Grand Prize Winner is verified to be deposited in their account. The value of the prize may be taxable to a Grand Prize Winner as income under the laws of the jurisdiction where the Grand Prize Winner resides or works. The payment of any applicable national, federal, state, provincial, and local taxes associated with a prize awarded and accepted by a participant, and any other costs and expenses associated with the acceptance and/or use of prize not specifically provided for in these Official Rules, are the responsibility of a Grand Prize Winner. A Grand Prize Winner must contact their own tax advisor for any questions concerning any taxes that may apply.

**(f) Disqualification:** Participation in the Grand Prize must be by the individual participant registered for the Program and in accordance with these Terms. ALL POTENTIAL GRAND PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR OR SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROGRAM. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE ADMINISTRATOR OR SPONSOR SHOULD SO INDICATE, UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY, AND PARTICIPANT'S PARTICIPATION IN THE GRAND PRIZE HAVE BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR MAY CHOOSE NOT TO ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRIES OR SUBMISSIONS THAT OCCUR AFTER THE PROGRAM PERIOD HAS ENDED ARE VOID AND WILL NOT BE HONORED. If a potential First Place, Second Place, or Third Place Grand Prize Winner is found to be ineligible or to have violated these Terms, or does not provide any requested information, or declines or returns the prize for any reason, such potential prize winner shall be deemed disqualified from receiving, or having any right to receive, a Grand Prize at any time. In the event that a potential winner is disqualified for any reason, the next potential winner who had

the next most eligible accounts enrolled will be declared the winner, subject to the same disqualification and verification requirements.

**(g) *Publicity:*** Acceptance of a First Place, Second Place, or Third Place Grand Prize shall constitute and signify that Grand Prize Winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state/province, likeness, and/or prize information in connection with the IHG® Business Edge Code Name Edge Program, and similar programs in the future, for promotional, advertising or other purposes, worldwide, in any and all media now known or later devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**8. Release:** By receipt of a prize, each Grand Prize Winner agrees to release and hold harmless Sponsor, and its respective subsidiaries, affiliates, suppliers, distributors, and each of their respective parent and affiliate 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 Program or receipt or use or misuse of any prize.

**9. Indemnification by Participants:** By participating in the Program, each participant releases and holds each of the Released Parties, as defined in Section 8 above, harmless from any and all liability for any injuries, loss or damage of any kind to the participant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from claiming, acceptance, possession, use or misuse of any prize, participation in the Program, any breach of these Terms, or in any Program-related or prize-related activity. Participant further agrees to fully indemnify Released Parties from any and all claims by third parties relating to or arising out of the participant's breach or non-compliance with any of these Terms.

**10. Limitations of Liability:** By participating in this Program, each participant acknowledges and agrees that each of the Released Parties, as defined in Section 8 above, (a) assume no responsibility or liability in the event that the Program cannot be conducted as planned for any reason, including those reasons beyond their control, such as infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Program or any website related to the Program, and (b) are not responsible for: (i) any incorrect, inaccurate, lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete information, whether caused by a participant, printing errors, or by any of the equipment or programming associated with or utilized in connection with the Program; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, delays, or disconnections in phone service, internet connections, website functionality, or network hardware or software; (iii) unauthorized human intervention in any part of the data entry process or the Program; (iv) printing, typographical, technical, computer, network or human error which may occur in the administration of the Program, the functionality or processing of registrations, quizzes, videos, polls, or challenges, the tabulating of Bonus Opportunity Points, the announcement of any prizes, or in any Program-related materials; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Program or receipt or use or misuse of any prize. Administrator and Sponsor have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Administrator and Sponsor are not required to award any prizes that are returned, declined, or unclaimed.

**11. Disqualification of Participant:** In addition to any other basis for disqualifying a participant under these Terms, Administrator and Sponsor reserve the right, in their sole discretion, to disqualify any participant found to be: (i) violating these Terms; (ii) tampering or attempting to tamper with the registration or entry processes or the operation of the Program or the Program Website,; (iii) violating the terms of service, conditions of use and/or general rules or guidelines of any property or service associated with the Program; and/or (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person in connection with the Program. ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROGRAM WEBSITE, OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

**12. Privacy.** Participants who win a prize may have their name, the hotel inn code where they work, and the nature of their prize included in a winner's list made available upon request. Sponsor's general privacy policy is available at: [https://www.ihg.com/content/us/en/customer-care/privacy\\_statement](https://www.ihg.com/content/us/en/customer-care/privacy_statement).

**13. Modification of Program:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error, or other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor.

**14. Priority of Terms:** In the event of any discrepancy or inconsistency between the terms and conditions of these Terms and any disclosures or other statements contained in any communications, registration form, entry forms, websites or Program-related materials, the terms and conditions of these Terms shall prevail.

**15. Disputes and Governing Law:** Except where prohibited, participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Program 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 Northern District of Georgia or the appropriate Georgia State Court located in Dekalb County, Georgia (U.S.); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant 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 TERMS OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR SPONSOR OR ADMINISTRATOR IN CONNECTION WITH THE PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA (U.S.) WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER COUNTRY, STATE, PROVINCE, OR TERRITORY.

**16. Severability:** The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, (a) these Terms shall otherwise remain in effect (b) such provision shall be enforced to the maximum extent possible for the circumstances, and (c) such determination shall not in any way affect the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances.



**17. Winner's List:** For a list of winners of prizes valued at \$50.00 or more, please send a self-addressed, stamped envelope to: IHG 2023 Code Edge Program, 9441 LBJ Freeway, Suite 506, Dallas, TX 75243, Attn: John Maloney. All such requests for the winners list must be received by February 26, 2023.

**18. Additional Defined Terms:**

**(a) "IHG® Hotel"** means any hotel that Sponsor or its affiliates owns, operates, or franchises throughout the world, under an IHG® Hotels & Resorts brand, existing presently or in the future, including but not limited to InterContinental® Hotels & Resorts, Crowne Plaza® Hotels & Resorts, Holiday Inn®, Holiday Inn Express®, Holiday Inn Club Vacations®, Staybridge Suites®, Candlewood Suites®, Atwell Suites™, Regent® Hotels & Resorts, Hotel Indigo®, EVEN® Hotels, Garner™, avid® hotels, voco™ hotels, Kimpton® Hotels & Restaurants, Six Senses® Hotels Resorts Spas, HUALUXE® Hotels and Resorts, Vignette™ Collection, and Iberostar Beachfront Resorts.

**(b) Hotel Location Countries:** The countries where there is one or more IHG Branded Hotels, which can be found at: <https://www.ihg.com/destinations/us/en/explore>.

**(c) Regions:** For purposes of this Program, the Regions set forth above in Section 7 are defined to include or cover the hotel locations in the following countries and States:

1. **Southern Europe** – France, Italy, Spain, Portugal, Turkey, Armenia, Azerbaijan, Bulgaria, Cyprus, Georgia, Gibraltar, Greece, Israel, Kazakhstan, Malta, Mongolia, Montenegro, Republic of Macedonia, Romania, Serbia, Slovenia, Uzbekistan
2. **Northern Europe** – Germany, Netherlands, Poland, Austria, Belgium, Czech Republic, Slovakia, Denmark, Switzerland, Finland, Hungary, Lithuania, Ukraine, Belarus
3. **United Kingdom & Ireland** – England, Scotland, Wales, Ireland
4. **Northeast United States** – Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia, Ohio, Michigan, Indiana, Kentucky
5. **Southeast United States** – Tennessee, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Arkansas, Missouri
6. **Midwest United States** – Wisconsin, Illinois, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas
7. **West United States** – New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, California, Nevada, Oregon, Washington, Alaska, Hawaii
8. **Canada** - Canada
9. **Latin America** – Mexico, Brazil, Venezuela, Columbia, Ecuador, Peru, Chile, Argentina, Paraguay, Uruguay, Guyana, Suriname, French Guiana
10. **IMEA** – Algeria, Angola, Bahrain, Bangladesh, Egypt, Ghana, India, Jordan, Kenya, Kuwait, Lebanon, Mauritius, Oman, Qatar, Saudi Arabia, South Africa, Tanzania, Zambia, Zimbabwe

11. **SEAK, Australia and Pacific Islands** – Indonesia, Republic of Korea, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam, Australia, Fiji, French Polynesia, Guam, New Zealand, Northern Mariana Islands, Papua New Guinea, Vanuatu