

**COUNTRY INNS & SUITES HAPPIER HOLIDAYS & NIGHTS SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN

Purchase will not increase your chances of winning.

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES AND CANADA (EXCLUDING QUEBEC) ONLY AND WILL BE GOVERNED BY U.S. AND CANADIAN LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES OR CANADA (EXCLUDING QUEBEC) AT THE TIME OF ENTRY AND/OR DO NOT AGREE TO THESE OFFICIAL RULES.

1. Sweepstakes begins at 12:00:00 PM Central Standard Time (“CST”) on December 1, 2014 and ends at 11:59:59 AM CST on December 22, 2014 (“Sweepstakes Period”).

2. ELIGIBILITY: The Country Inns & Suites Happier Holidays & Nights Sweepstakes (“Sweepstakes”) is open only to legal residents of the United States of America, the District of Columbia and Canada (excluding Quebec) who are twenty-one (21) years of age or older at the time of entry. Void in Quebec and where prohibited by law. Employees, officers, directors and agents of Carlson Hotels, Inc. (“Sponsor”), Gage Marketing Group, LLC. (“Gage”) and Ignite Social Media, LLC (“Ignite”) (together Gage and Ignite are the “Administrators”) and each of their respective parent companies, affiliates, subsidiaries, hotel management companies, prize providers, franchisees, or any of their agents, advertising, promotional and other agencies (collectively, the “Sweepstakes Entities”), and members of the immediate family (spouse, parents, siblings, children and their respective spouses) or persons living in the same household of such individuals (whether or not related), are not eligible to participate in the Sweepstakes or win a Prize. Winning a Prize is contingent upon fulfilling all requirements set forth herein. If you submit an Entry, you represent that you are eligible to participate in the Sweepstakes and that you agree to be bound by these Official Rules. Decisions of the Sponsor shall be final and binding in all matters pertaining to the Sweepstakes.

3. HOW TO ENTER: There are three (3) ways you may enter the Sweepstakes (each an “Entry Method”):

1) On Instagram: Log on to Instagram (or create an account for free if you do not already have one) and visit <http://Instagram.com/countryinns>. You may then post on your Instagram account with the hashtag #happierholidayssweeps an original picture or video that illustrates your answer to the prompted question to receive one (1) entry into the Sweepstakes. Instagram posts must conform to all entry requirements in these Official Rules (“Entry Requirements”) to be valid.

2) On Twitter: Log on to your non-private Twitter account (or create an account for free if you do not already have one), visit www.twitter.com/countryinns and follow @countryinns. You may then post an original Tweet (“Tweet”) that includes the Twitter handle @countryinns and the hashtag #happierholidayssweeps that answers the prompted question. Tweets must conform to all Entry Requirements to be valid.

NOTE: Sponsor may not receive Tweets from Twitter users with "protected" accounts (i.e., where the Twitter user has set the account so that only approved people can view update). If you wish to enter the Sweepstakes, please ensure that your Twitter account is set to non-private for your Tweet.

3) On the Country Inns & Suites Blog: Log on to <http://blog.countryinns.com/> and follow the online instructions to complete and submit the registration form (including your mailing address and any other information requested by the Sponsor). Registration form must contain all information and meet all Entry Requirements requested to be valid.

When you complete one of the Entry Methods in Section 3, you will become an entrant in the Sweepstakes (an "Entrant") and receive one (1) entry (individually "Entry" and collectively "Entries") into the Sweepstakes. You represent that your Entry/Entries conform to all Entry Requirements and acknowledge that Sponsor may, at its sole discretion, disqualify an Entry from the Sweepstakes if Sponsor decides that it fails to conform to any Entry Requirements or any other provision of these Official Rules. **Entries will not be judged.**

Limit one (1) Entry per Entry Method per person per day during the Sweepstakes Period. For purposes of this Sweepstakes, a "day" is defined as each calendar day starting at 12:00:00 PM CST and ending at 11:59:59 AM CST.

4. ADDITIONAL ENTRY REQUIREMENTS: In addition to the above requirements, all Content in your Entries must comply with the following. For purposes of the Sweepstakes, "Content" refers to all information, answers, materials, photos, videos, images, hashtags, descriptions, or other content you submit in connection with your Entry.

You represent and warrant that: (i) your Content is your original work and you solely own all copyright to such Content; (ii) your Content has not been previously published; (iii) your Content has not been copied from others; (iv) your Content has not previously won awards; (v) your Content does not violate or infringe on any rights of any other person or entity; (vi) you have permission from any person whose name, likeness or voice is used in the Content; and (viii) publication of the Content via various media including Web posting will not infringe on the rights of any third party. You agree to indemnify and hold harmless the Released Parties (defined below) from any claims to the contrary. If your Content includes likenesses of third parties or contains elements not owned by you (such as, but not limited to, depictions of persons, buildings, trademarks or logos), you must be able to provide legal releases for such use including Sponsor's use of such Content, in a form satisfactory to Administrators, upon request.

You agree that (i) your Content is gratuitous and made without restriction, and will not place Sponsor under any obligation, and (ii) Sponsor is free to use or otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by accepting your Content, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

In addition:

- Content submitted on Instagram must comply with Instagram's Terms of Use located at <https://help.instagram.com/478745558852511>;
- Content submitted on Twitter must comply with Twitter's Terms of Service located at <https://twitter.com/tos>;
- Content must NOT include anything which is sexually explicit, obscene, pornographic, violent, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), or unnecessarily violent;

- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Content cannot infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than products contained in your entry), or contain any personal identification other than Entrants;
- Content (including background images and artwork, if any) cannot infringe on copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (Sponsor does not permit the infringement of others' rights and any use of materials not original to the Entrant is grounds for disqualification from the Sweepstakes.);
- Content cannot contain materials embodying the names, likenesses, photographs, voice, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Content cannot depict, and cannot itself, be in violation of any law.

Any Entry that includes Content that does not comply with all Entry Requirements will not trigger an entry into the Sweepstakes and may be removed at the Sponsor's sole discretion.

CONTENT IS NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. Sponsor reserves the right to waive any Entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right to, and may or may not, monitor/screen Entries and Content.

Sponsor grants Entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of entering this Sweepstakes. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, Entrants recognize that all rights, titles and interests in Sponsor's IP shall vest exclusively to the Sponsor, and Entrant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No rights, titles or interests in and to the Sponsor's IP, except for the limited license granted to Entrant in these Official Rules, are transferred or created. Each Entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that Entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of making a submission in this Sweepstakes, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

By submitting an Entry, you grant Sponsor and its agents a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display your Entry's Content in whole or in part, on a worldwide basis, (including websites and social media platforms), and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. Entries will not be acknowledged.

5. RANDOM DRAWING: On or about December 23, 2014, Ignite will randomly select twenty-five (25) potential prize winners from all Entries received during the entire Sweepstakes Period. Each Entry selected will be deemed to be a potential prize winner, pending verification of Entrant's eligibility and compliance with these Official Rules as determined by Sponsor and/or Administrators, at Sponsor's sole discretion. Once Sponsor verifies a potential prize winner's eligibility and compliance with these Official Rules, such person (a "Winner") is eligible to receive a Prize. Odds of winning a Prize depend upon the number of Entries received during the Sweepstakes Period. The drawing will be conducted at Ignite Social Media, in Cary, NC, U.S.A.

6. WINNER NOTIFICATION: Potential prize winners are required to follow the Country Inns & Suites social channel(s) on which they entered the Sweepstakes and remain a fan/follower for a minimum of sixty (60) days after the Sweepstakes for notification and verification purposes. On or about December 29, 2014, each potential prize winner will be sent a notification either by a direct message from the corresponding social channel or by email. A potential prize winner notified via social media or by email will be required to respond to the direct message or email within the time period stated in the direct message or email with his or her first and last name and email address and any other information requested by Sponsor, or the prize may be forfeited. If any potential prize winner fails or refuses to provide the information requested by the date stated in the notification, the potential prize winner may be disqualified. Potential prize winners will be required to sign and return an Affidavit/Declaration of Eligibility/Release of Liability Form within ten (10) days of attempted notification. Noncompliance within this time period may result in disqualification and selection of an alternate prize winner, in Sponsor's sole discretion. In the event that the potential prize winner is disqualified or forfeits for any reason, declines to accept the prize, or if the prize notification or prize is returned as undeliverable, Sponsor reserves the right to award the prize to an alternate Entrant who will also be selected randomly, even if the disqualified potential prize winner's name may have been publicly announced. Before being declared a prize winner, a potential prize winner who is a resident of Canada must first correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question. The skill-testing question will be administered by email.

7. PRIZES/APPROXIMATE RETAIL VALUE ("ARV"): Twenty-five (25) Winners will each receive (i) four (4) vouchers, each redeemable for one (1) night stay at a Country Inns & Suites By Carlson hotel in North America (a "Free Night Voucher"), and (ii) one (1) \$300 Visa Gift Card ("Gift Card") (collectively the Free Night Voucher and the Gift Card constitute a Prize. ARV of each Prize: \$768 USD each/ \$875 CAD. Each Free Night Voucher is valid for one standard room, single or double occupancy. Participating properties are subject to change without notice. Advance reservations are required to redeem Free Night Voucher. Hotel stays are subject to the terms and conditions set forth in this Sweepstakes, those set forth in the Free Night Voucher, and the individual hotel's policies. Hotel stay may be subject to availability and blackout dates. Free Night Voucher has no refundable cash value. Free Night Vouchers expire November 24, 2016. Gift Cards are subject to the terms, conditions and restrictions set by issuer. Sponsor will not replace any lost, mutilated, or stolen Free Night Vouchers or Gift Cards. Each Prize is non-transferable and non-assignable, and no substitution, exchange or cash equivalent will be allowed, except by Sponsor at Sponsor's sole discretion. Winner is solely responsible for all taxes, costs and expenses associated with the Prize that are not stated in these Official Rules. No more than the stated number of Prizes in these Official Rules will be awarded. Actual Prize value may vary based on fluctuations in hotel room rates and winner will not receive the difference between actual and approximate retail value. Limit one (1) Prize per person during the Sweepstakes Period.

Total ARV of all Prizes: \$19,200 USD/\$21,885 CAD.

8. GENERAL: Personal information submitted by Entrants is subject to the Sponsor's privacy policy available <http://www.countryinns.com/section/privacy.home/privacy.sidemenu>. Winner's information may be included in a publicly available winners list. Entrants and Winners agree (and agree to confirm in writing) to release the Sweepstakes Entities, as well as Instagram, LLC, Twitter, Inc. and each of their affiliates and subsidiaries and each of their respective directors, officers, agents and employees (collectively, "Released Parties"), from any and all liability, loss or damage incurred with respect to participation in the Sweepstakes, or the awarding, receipt, possession, acceptance or use (or misuse) of any Prize or to participation in any prize-related activities, including travel related thereto. Released Parties are not responsible for lost, late, damaged, delayed, or incomplete Entries, Entries not received by Entry deadline, interrupted or unavailable network, server or other connections, mis-communications, failed telephone, computer hardware, software and other technical failures of any kind, including injury or damage to any person's computer relating to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, unauthorized human intervention, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, including without limitation, the incorrect or inaccurate capture of Entry information online regardless of cause that may limit a user's ability to participate in the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual (and all of their Entries) it finds or believes to be tampering with the Entry process or the operation of the Sweepstakes; to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirements of participation as stated herein or with any provision in these Official Rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the program as determined by Sponsor/Administrators, in their sole discretion. In the event of termination of the Sweepstakes, a notice will be posted on <http://blog.countryinns.com/> and the random drawing will be conducted from among all eligible, non-suspect Entries received prior to the time of termination.

Multiple Entrants are not permitted to share the same Instagram account/Twitter account/email address. Should multiple users of the same Instagram account, Twitter account and/or email address enter the Sweepstakes and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said Instagram account/Twitter account/email address at the time of Entry will be considered the Entrant. "Authorized account holder" of an email address is defined as the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. "Authorized account holder" of an Instagram account or Twitter account is defined as the natural person who is assigned an account by Instagram, LLC, Twitter, Inc. or other organization which is responsible for assigning Instagram accounts, Twitter accounts or the domain associated with the submitted Instagram account or Twitter account. Any attempt by an Entrant to obtain more than the stated number of Entries per by using multiple/different email addresses, Instagram accounts, Twitter accounts or any other

methods, will void all of that Entrant's attempted Entries and that Entrant may be disqualified and forfeits any and all Prizes won. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. Use of any automated system to participate is prohibited and will result in disqualification in Sponsor's sole discretion. All materials submitted become the sole property of Sponsor and will not be returned.

Except where prohibited by law, by accepting a Prize, each Winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use Winner's name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation. Winners who are residents of the U.S. will receive an IRS Form 1099 from the Sponsor for the total ARV of Prize that Winner won in the calendar year that Prize was awarded. For U.S. residents, Prizes are taxable income to the winners and all federal, state, and local taxes and fees associated with the Prize receipt and/or use, if any, are solely the responsibility of winner. Winners who are residents of Canada may be subject to withholding taxes and are responsible for the reporting and payment of any income tax. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, and the acceptance or use of any Prize. Sponsor and the Sweepstakes Entities are not responsible for any typographical or other error in the printing, the offering or the announcement of Prizes or in the administration of the Sweepstakes.

Entrant agrees (and agrees to confirm in writing) that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prize, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for St. Paul, Minnesota or the appropriate Minnesota State Court located in St. Paul, Minnesota; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental and/or 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

9. WINNERS LIST: For the names of the winners, visit http://blog.countryinns.com/_January 7, 2015 through February 7, 2015.

SPONSOR: Carlson Hotels, Inc., 701 Carlson Pkwy, Minnetonka, MN 55305, USA.

Instagram is a registered trademark of Instagram, LLC. Tweet and Twitter are registered trademarks of Twitter, Inc.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. You understand that you are providing your information to Carlson Hotels, Inc. and not to Instagram or Twitter.

Residents of Canada, please note: Participation in the Sweepstakes implies consent to transfer personal data to the United States for purposes of administration of the Sweepstakes and consent

for personal information to be transmitted, stored and processed in jurisdictions outside of Canada that may not have the same protections as the Canada. Personal information may be used to: (i) contact Entrants regarding the Sweepstakes in response to you soliciting such messages by entering the Sweepstakes; (ii) publish an Entrant's name in a Winners list, if they should win; and (iii) if an Entrant selects to receive additional information, to send additional information to that Entrant. Entrants have the right to access, withdraw and correct their personal data. Entrants may request such action by sending a message to Country Inns & Suites Happier Holidays Sweepstakes Opt-out Request c/o Ignite Social Media, 14600 Weston Parkway, Cary, NC 27513 U.S.A. For further information see Carlson's Privacy Policy <http://www.countryinns.com/section/privacy.home/privacy.sidemenu>.