## ABBREVIATED OFFICIAL RULES

Must be a legal resident of Japan, 18 years of age or older. Starts Monday, 2 September 2024 at 19:00 pm Japan Standard Time ("JST"), and ends on Monday, 30 September 2024 at 23:59:59 pm JST. Follow Hilton Fukuoka Sea Hawk's official Instagram account, 'Like' the campaign post and comment with where you would want to see the sunset to stand a chance to win a one (1) night stay for 2 at Hilton Fukuoka Sea Hawk at Twin Hilton High Floor with breakfast worth about JPY37,000 or a voucher for the Hilton Sweets Buffet at Brasserie & Lounge Seala at Hilton Fukuoka Sea Hawk for two persons worth about JPY 9,000. The "Autumn Sunset Sweets Buffet -Venus Belt- Instagram Campaign" is sponsored by Hawks Town Corporation trading as Hilton Fukuoka Sea Hawk. Void where prohibited. Additional terms, conditions & restrictions apply. See complete Official Rules at fukuokaseahawk.hiltonjapan.co.jp.

## FULL OFFICIAL RULES

"Autumn Sunset Sweets Buffet -Venus Belt- Instagram Campaign"

**ELIGIBILITY:** Only legal residents of Japan, who are 18 years of age or older at time of entry are eligible to enter. Not open to employees, officers or directors, or to members of the immediate family or household (whether related or not) of any employees, officers, or directors of Hawks Town Corporation trading as Hilton Fukuoka Sea Hawk ("Sponsor"), or any of its parents, subsidiaries, affiliates, franchisees, or any advertising, promotion or other agencies or suppliers involved in this Campaign (collectively, the "Campaign Entities"). Eligibility may be verified at any time. Autumn Sunset Sweets Buffet -Venus Belt- Instagram Campaign (the "Campaign") is subject to all applicable laws. Void where prohibited by law.

**CAMPAIGN PERIOD:** The Campaign begins on Monday, 2 September 2024 at 19:00 pm JST, and ends on Monday, 30 September 2024 at 23:59:59 pm JST (the "Campaign Period"). The Sponsor's database computer is the official time-keeping device for the Campaign.

**HOW TO ENTER:** Entrants must have access to the Internet and must have a valid account with Instagram to enter this Campaign. Visit the Sponsor's official Instagram account, https://www.instagram.com/hiltonfukuokaseahawk/?hl=ja ("Sponsor's Page") during the Campaign Period and be a follower of the Sponsor's Page. Entrants must 'Like' the campaign post and comment with where you would want to see the sunset. Entries must be received by the end of the Campaign Period. Proof of submission is not proof of receipt. Entrants may submit only one (1) comment using the same registration information.

ENTRY CONTENT GUIDELINES: Contest materials submitted must comply with the following

## guidelines:

- All submissions must be created by entrant, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- If any person other than the entrant is depicted or described in any contest materials submitted, the entrant is responsible for obtaining any necessary permission for use of each such person's name or likeness.
- o Entry must not have been previously published, released or distributed in any form.
- Entry must not have won any award.
- By entering, each Entrant certifies that they own the copyright for the entry submitted and grants permission for the use of their prepared entry to be posted on Sponsor's Page.
- Entries that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, not in keeping with Sponsor's image or entries that otherwise contain inappropriate content or objectionable material as determined by Sponsor in its sole discretion will be disqualified.

DRAWING AND WINNER NOTIFICATION: Subject to verification of eligibility and compliance with these Official Rules, Sponsor will choose three (3) winners from all eligible entries on or about Thursday, 17 October 2024. The potential winner will be notified via Instagram solely at Sponsor's discretion. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within fourteen (14) days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential winner is found to be ineligible, or if they have not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release.

**PRIZES/ODDS:** There will be a total of three (3) winners as follows:

- One (1) winner will receive a voucher for a one-night stay for 2 persons at Hilton Fukuoka Sea Hawk at Twin Hilton High Floor with breakfast (worth approximately JPY37,000) ("Accommodation Prize"); and
- Two (2) winners will each receive a v Hilton Sweets Buffet voucher for 2 persons at the Brasserie & Lounge Seala at Hilton Fukuoka Sea Hawk (worth approximately JPY 9,000 each).

Any difference between stated value and actual value will not be awarded. Vouchers cannot be used in conjunction with any other discounts, promotions, vouchers or offers, subject to Sponsor's approval.

The following applies to the Accommodation Prize. Stay must be completed by the date stipulated in the voucher or prize may be forfeited and Sponsor will have no further obligation to such winner. Winner and a guest must stay together on the same itinerary. Guest must be 18 years of age or older, unless the child or legal ward of winner, and may be required to sign a liability/publicity release in a form approved by the Sponsor prior to issuance of travel documents. If guest is child or legal ward of winner, winner may be required to sign and return any such release on behalf of such child or legal ward. Stay is subject to availability and advance reservations are required. Certain blackout dates may apply (including May 4-5, December 24-25 and December 31). Breakfast is valid for winner and one (1) guest only at the Sponsor's all day dining outlet and excludes alcoholic beverages. Major credit card may be required at hotel check-in to cover any incidental expenses. Winner must have all necessary documents necessary for travel.

To the extent allowed by law, winner is solely responsible for the payment of any taxes that may be due as a result of the acceptance or use of any prize. Prize is non-transferable and no substitution by winners or cash equivalent is allowed, except Sponsor reserves the right to substitute prize for one of comparable or greater value if the advertised prize becomes unavailable. Any dates are subject to change. Any prize is awarded "AS IS." Neither Sponsor nor any other Campaign Entity makes any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Campaign or any prize. No responsibility is assumed for cancellation of any prize-related events beyond Sponsor's control.

Odds of winning depend on the number of eligible entries received.

**GENERAL PROVISIONS:** To the extent allowed by applicable law, acceptance of a prize constitutes winner's permission for Sponsor to use winner's name, photograph, likeness, voice, biographical information, statements and address (city, prefecture and country) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity (or for as long as allowed under applicable law), without further compensation except where prohibited by law. Entrants agree, to the extent allowed by applicable law, that the Campaign Entities shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, from entrants' participation in the Campaign or any Campaign - related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize.

Neither Sponsor nor any Campaign Entity shall have any responsibility for any damage to an entrant's computer system which is occasioned by accessing the Sponsor's Page or otherwise

participating in the Campaign, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right in its sole discretion to disqualify from this Campaign and any other promotions offered by Sponsor, any individual who is found to be tampering with the entry process or the operation of the Campaign or the Sponsor's Page, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Campaign, or to annoy, abuse, threaten or harass any other person. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.

In the event of a dispute as to the identity of the entrant, any on-line entry will be deemed submitted by the authorized account holder of the social media account from which it was sent, provided such account holder must still meet the eligibility requirements for the Campaign. The authorized account holder shall be the natural person to whom the applicable email address that has been verified for creating the social media account used to join this Campaign, has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning email addresses for the domain associated with the submitted e-mail address.

Sponsor reserves the right to modify, extend, suspend, or terminate the Campaign, in whole or in part, if it determines, in its sole discretion, that the Campaign is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Campaign as contemplated herein. If the Campaign is terminated before the designated end date, Sponsor will (if possible) select winners from all eligible, non-suspect entries unaffected by the problem. Inclusion in such selection shall be each entrant's sole and exclusive remedy in such circumstances.

By entering the Campaign, you agree, to the extent allowed by applicable law, that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Campaign, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred,

including costs associated with entering the Campaign, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the laws of Japan.

**DATA:** Any information you submit will be subject to the Sponsor's privacy policy posted at <u>Hilton Global Privacy Statement</u>. By submitting an entry, you understand and agree that the information you submit may be transmitted to and stored on servers located in the United States.

**WINNER LIST:** Three (3) winners will be chosen and decided on or about Thursday, 17 October 2024. Winners will be identified on the Sponsor's Page and notified through direct message.

**NO AFFILIATION WITH SOCIAL MEDIA PLATFORM:** The Campaign is in no way sponsored, endorsed or administered by, or associated with Instagram or any other named or depicted people or entities other than Sponsor. Any questions, comments or complaints regarding the Campaign should be directed to Sponsor.

**SPONSOR:** Hawks Town Corporation trading as Hilton Fukuoka Sea Hawk, 810-8650, 2-2-3, Jigyouhama, Chuo-ku, Fukuoka