## ABBREVIATED OFFICIAL RULES

Must be a legal resident of Japan, 18 years of age or older. Starts **Wednesday, 15 January 2025** at 12:00 pm Japan Standard Time ("**JST**"), and ends on **Sunday, 6 April 2025** at 23:59:59 pm JST. Follow Hilton Kyoto's official Instagram account, and post a memorable photo or video of your experience of the "Strawberry Harvest Dessert Buffet" at Hilton Kyoto's all-day dining restaurant "Teori" on your Instagram account with the hashtags "#hiltonkyoto" and "#strawberrybuffet" Participants stand a chance to win a Hilton Kyoto "Seasonal Afternoon Tea Set" dining voucher for two (2) persons at "Teori", or a one-night's stay in an executive room with complimentary breakfast for two (2) persons at Hilton Kyoto. There will be a winner selected each month within the campaign period, and a total of four unique (4) winners. The "Strawberry Harvest Dessert Buffet" Instagram photo posting campaign is sponsored by Kyoto Kawaramachi Sanjo Hotel LLC trading as Hilton Kyoto. Void where prohibited. Additional terms, conditions & restrictions apply. In the event of inconsistency between the Japanese and this English version, the Japanese T&Cs shall prevail. See complete Official Rules at [https://kyoto.hiltonjapan.co.jp/news/detail/5972].

## FULL OFFICIAL RULES "Strawberry Harvest Dessert Buffet" 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 Kyoto Kawaramachi Sanjo Hotel LLC trading as Hilton Kyoto ("**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. Hilton Kyoto "Strawberry Harvest Dessert Buffet" Instagram Campaign (the "**Campaign**") is subject to all applicable laws. Void where prohibited by law.

**CAMPAIGN PERIOD:** The Campaign begins on Wednesday, **15 January 2025** at 12:00 pm Japan Standard Time ("**JST**"), and ends on **Sunday, 6 April 2025** 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 page (@hiltonkyoto) ("**Sponsor's Page**"), during the Campaign Period and become a follower of the Sponsor's Page. Post a memorable photo or video of your experience of the "Strawberry Harvest Dessert Buffet" served at Hilton Kyoto's all-day dining "Teori" on your own Instagram account with the hashtags "#hiltonkyoto" and "#strawberrybuffet". Entrants' account must be made public otherwise your entry will be invalid. There will be a total of four (4) unique winners, chosen throughout the Campaign Period. Refer to the Drawing And Winner Notification section below for further details. Proof of submission is not proof of receipt. Entrants may submit unlimited entries using the same registration information. Each post will be a total of four (4) unique winners for the Campaign.

**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 four (4) unique winners within the Campaign Period in the following manner:

- a. One (1) winner will be chosen from all eligible entries submitted within 15 January to 14 February 2025 (both dates inclusive) ("First Round"). The winner of the First Round will be notified on or about Friday, 21 February 2025.
- b. One (1) winner will be chosen from all eligible entries submitted within 15 February to 14 March 2025 (both dates inclusive) ("Second Round"). The winner of the SEcond Round will be notified on or about Friday, 21 March 2025.
- c. One (1) winner will be chosen from all eligible entries submitted within 15 March to 6 April 2025 (both dates inclusive) ("Third Round"). The winner of the Third Round will be notified on or about Monday, 14 April 2025.
- d. One (1) winner will be chosen from all eligible entries submitted within 15 January to 6 April 2025 (both dates inclusive) ("**Fourth Round**"). The winner of the Fourth Round will be notified on or about Friday, 25 April 2025.

To qualify for the First Round, Second Round, Third Round and Fourth Round, entries must be received by 23:59:59 pm JST of the end date applicable to each round, as indicated above.

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. 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. 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 four (4) unique winners. Each entrant is limited to winning only one (1) prize.

- Entrants of the First Round, Second Round, and Third Round stand a chance to win one (1) "Seasonal Afternoon Tea Set" dining voucher for two (2) persons at Teori. Prize value for each voucher is JPY 13,000. There will be a total of three (3) such vouchers.
- Entrants of the Fourth Round stand a chance to win a one-night's stay in an executive room at Hilton Kyoto with complimentary breakfast for two (2) persons. Prize value for such voucher is approximately JPY 100,000. There will be a total of one (1) such voucher.

Aggregate total value of all four (4) prizes is approximately JPY 139,000.

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. Stay/meal 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 of legal age of majority in his/her jurisdiction of residence, 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 such release on behalf of such child or legal ward. Stay/meal is subject to availability and advance reservations are required. Certain blackout dates may apply. Breakfast/Meals are valid for winner and one (1) guest only at the Sponsor's 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 and all other costs 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 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 device or 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 e-mail 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 the 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</u> <u>Worldwide Holdings Inc. Global Privacy Policy.</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:** Four (4) unique winners will be chosen as specified in the Drawing And Winner Notification section above. The winners will be notified by direct message from the Sponsor's Instagram account.

**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:** Kyoto Kawaramachi Sanjo Hotel LLC trading as Hilton Kyoto, 416 Shimomaruyacho Nakagyoku Kyoto Japan 604-8006