

Grand Hotel
My Grand Memory
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS NOT SPONSORED BY, ENDORSED BY, ADMINISTERED BY OR OTHERWISE ASSOCIATED OR AFFILIATED WITH INSTAGRAM.

1. **Timing:** The My Grand Memory (“Promotion”) begins on March 14, 2022 at 9:00am Eastern Time (“ET”) and ends on April 1, 2022 at 11:59pm ET (the “Promotion Period”). Sponsor's computer is the official time keeping device for this Promotion.
2. **Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Grand Hotel, Davidson Hotel Company, LLC d/b/a Davidson Hospitality Group, and any of their affiliate companies, as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of each such employee are not eligible. Void where prohibited by law. The Promotion is subject to all applicable federal, state, and local laws and regulations. Participation in the Promotion constitutes entrant’s full and unconditional agreement to these Official Rules and by the Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **How to Enter:**

Log in to or create your Instagram account. Creating an Instagram account is free but is subject to Instagram's terms (<https://help.instagram.com/581066165581870#>). During the Promotion Period, in accordance with the requirements below set forth (“Submission”). Post your Submission to your Instagram account along with the hashtags #MyGrandMemory. (Required Hashtag). In order for your entry to be valid, your Instagram profile must be public and in order to be viewable by the Sponsor and its agents. If you do not have the Instagram App, you may download it through the application store on your mobile device. Posting a photo on Instagram requires a mobile device and message and data rates may apply. Please consult your wireless service provider regarding its pricing plans.

Submissions will also be accepted by uploading via the website link.

All Submissions must comply with the Submission Guidelines below set forth. Any Submission that does not comply with these guidelines will not be eligible to win a prize in the Promotion and the submitting entrant may be disqualified from the Promotion at the discretion of Sponsor. No notice or opportunity to correct a Submission will be given. All decisions about the eligibility of any particular Submission will be made at Sponsor’s sole discretion, and are final and binding in all respects.

Submission Guidelines:

The Submission must:

- Be in a format acceptable to Instagram’s format;
- Contain the Required Hashtags; and
- Be in English, if text is included.

The Submission must not:

- Have been submitted previously in a promotion of any kind;

- Contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Disparage Sponsor or any person or party affiliated with the Promotion and administration of this Promotion;
- Feature brand names or trademarks other than those owned by Sponsor;
- Contain text or imagery that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Contain text or imagery that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Contain the image of any minor without the explicit permission of his/her legal guardian; or
- Contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where submission is created.]

4. **Winner Selection and Notification:** FOR A CONTEST: On or around April 4, 2022 the Grand Hotel team will review which post had the most votes on the website. In the event of a tie, a panel of qualified judges will make a decision and will be deemed the potential Grand Prize winner. Potential winner will be notified by Instagram direct message on or about April 7, 2022. Except where prohibited, potential winner (or his/her parent/legal guardian if entrant is a minor in his/her state of residence) may be required to sign and return to the Sponsor, within ten (10) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release, in order to claim his/her prize. If a winner has not reached the age of majority in his/her state of residence, then the prize will be awarded in the name of his/her parent or legal guardian. If the potential winner cannot be contacted within ten (10) days of the first attempt to contact him/her or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period or prize is returned as undeliverable, potential winner forfeits prize, and an alternate entrant will be selected in his/her place from the Submission scoring the next highest score in the judges’ evaluation. Prize will be fulfilled between May – October 2022.

5. **Prizes:** ONE (1) GRAND PRIZE: One (1) Grand Prize winner will receive a two-night stay at Grand Hotel. Approximate Retail Value (“ARV”) of Grand Prize is \$800. **FOR ALL PRIZES:** 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. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. Prize winner may be required to provide Sponsor with his/her social security number and may receive a 1099 IRS tax form at year end for the retail value of the prize. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied offered by Sponsor.

Trip package includes two (2) nights' accommodations at Grand Hotel (single room, double occupancy). The Grand Prize winner must travel on the dates set forth by Sponsor or this element of the prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. ARV of the Grand Prize Trip Package is \$800. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value].

6. **Publicity:** By entering the Promotion and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant’s name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or

advertising purposes, without further permission, notice or compensation (except where prohibited by law). All submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Without limiting the foregoing, Submissions may be posted on websites managed by Sponsor and websites for hotel and resort properties managed by Sponsor for public viewing during and after the Promotion Period. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Promotion, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.

7. **General Conditions:** Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Sponsor in its sole discretion. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any other entrant's submission or undermine the legitimate operation of the Promotion 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.
8. **Release and Limitation of Liability:** BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, GRAND HOTEL, INSTAGRAM, INC., AND ANY PROMOTIONAL PARTNERS, OF 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 PROMOTION OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (2) unauthorized human intervention in any part of the entry process or the Promotion; (3) technical or human error which may occur in the administration of the Promotion or the processing of Promotion submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; 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 Promotion or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Promotion including but not limited to quality, condition or fitness for a particular purpose. If for any reason an entrant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, entrant's sole remedy is another submission and thereby another entry into the Promotion. No more than the stated number of prizes will be awarded.
9. **Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the State of Michigan, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion 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

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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan, U.S.A.

10. **Sponsor:** Grand Hotel, 286 Grand Avenue, Mackinac Island, MI 49757
11. **Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy, available at <https://www.grandhotel.com/privacy-cookie-policy/>.
12. **Winner List:** For each winner's name, send a self-addressed, stamped envelope, along with a request to "My Grand Memory", 286 Grand Avenue, Mackinac Island, MI 49757. VT residents may omit return postage. Requests must be received by within 60 days following the completion of the Promotion Period.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Information is being provided to Sponsor, not Instagram.