

GHMI Resort Holdings, LLC d/b/a Grand Hotel
Epicurean Escape Giveaway
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 Epicurean Escape Giveaway (“Promotion”) begins on March 10, 2025, at 12:00PM ET and ends on March 20, 2025, at 5:00PM (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, GHMI Resort Holdings, LLC, PC Inn Resort, LLC And Pelican Cove Resort, LLC, Three Waters Resort & Marina, A Tribute Portfolio Resort, 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:**

No purchase necessary. During the Promotion Period, log in to or create your Instagram account. Creating an Instagram account is free but is subject to Instagram's Terms of Use (<https://help.instagram.com/581066165581870#>).

- Must follow @Grandhotelmichigan and @Threewatersresort
- Must register to join the email list for both the Grand Hotel and Three Waters Resort. During the Promotion Period, visit the links below and complete all required fields on the entry form.
 - Grand Hotel Email Sign Up
 - <https://www.grandhotel.com/signup-3/>
 - Three Waters Resort & Marina
 - <https://www.grandhotel.com/signup-2/>

Once you complete these steps, you will automatically receive one (1) entry into the Promotion. In order for your entry to be valid, your Instagram profile must be public 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. Message and data rates may apply. Please consult your wireless service provider regarding its pricing

plans. **Limit:** One (1) entry per person during the Promotion Period. Screenshots or other attempts to verify entry submission will not be accepted. Sponsor has sole discretion to determine eligible entries. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void all of that entrant's entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification of entrant and voiding of all of entrant's entries. In the event of a dispute as to any Instagram account or email address, the authorized account holder of the email address used to register at Instagram.com or for such email address will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. **By entering the Promotion you agree to receive email newsletters periodically from The Grand Hotel and Three Waters Resort. You can opt-out of receiving these communications at any time by clicking the unsubscribe link in the newsletter.**

4. **Winner Selection and Notification:** On or March 20, 2025 Sponsor will randomly select two (2) potential Grand Prize winner(s) from among all eligible entries received during the Promotion Period. Drawing will take place at Sponsor's headquarters as set forth below. Winner need not be present. Potential winner will be notified by Instagram direct message on or about March 20, 2025. 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 at random from among all remaining eligible entries received during the Promotion Period. Prize will be fulfilled April 3, 2025 after winner confirmation.

5. **Prizes: TWO (2) GRAND PRIZES:**

- **Grand Prize #1:** One (1) Grand Prize winner will receive: (i) Two (2) tickets to Helm to Hearth in Islamorada, FL, and (ii) a Two (2) night stay at Three Waters Resort for April 25-27, 2025. Approximate Retail Value ("ARV") of Grand Prize #1 is \$2,146.00.
- **Grand Prize #2:** One (1) Grand Prize winner will receive: (i) Two (2) tickets to Cork & Fork in Mackinac Island, MI, and (ii) a Two (2) night stay at The Grand Hotel for October 10 – October 12, 2025. ARV of Grand Prize #2 is \$2,650.00.

Total ARV of All Prizes: \$4,796. **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.

Commented [SW1]: Hotel: Confirm prize components

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. Odds of winning depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Winner must comply with all terms and conditions of these Official Rules in order to claim a prize. Prizes consist only of those items specifically listed as part of the prize – any item, feature, cost or expense not specifically listed as part of the prize is the sole responsibility of the winner. Each Package includes two (2) nights' accommodations at Three Waters Resort or The Grand, respectively (single room, double occupancy). The Grand Prize winner(s) 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, transportation, meals, incidentals, gratuities, 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. Black-out dates may apply. If the total aggregated approximate retail value of all prizes offered in the promotion exceeds \$500 and the promotion is taking place at a Rhode Island retail location (including hotel), then the promotion must be registered in RI. If the total aggregated approximate retail value of all prizes offered in the promotion exceeds \$5,000, then you must either (a) register and bond the promotion in New York and Florida at least 30 days prior to the Promotion start date or (b) void residents of NY and FL from participating.

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, PC INN RESORT, LLC AND PELICAN COVE RESORT, LLC, TOGETHER D/B/A AS THREE WATERS RESORT & MARINA, A TRIBUTE PORTFOLIO RESORT, 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:** GHMI Resort Holdings, LLC d/b/a Grand Hotel, 286 Grand Ave, 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-policy/>.

12. **Winner List:** For each winner's name, send a self-addressed, stamped envelope, along with a request to The Ultimate Culinary Getaway, 286 Grand Ave, Mackinac Island, MI 49757. VT residents may omit return postage. Requests must be received by June 20, 2025.

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

GHMI Resort Holdings, LLC d/b/a Grand Hotel
Epicurean Escape Giveaway
ABBREVIATED RULES

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Promotion ends March 20, 11:59 PM EST For Official Rules, visit <https://www.grandhotel.com/epicurean-escape-giveaway/>

Abbreviated Rules for online Ads – Not a Banner; Entry Forms; Flyers; Emails; Posters

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.), 18 years or older. Promotion ends: March 20, 2025. To enter and for Official Rules, including prize descriptions and odds disclosure, visit Sponsor: GHMI Resort Holdings, LLC d/b/a Grand Hotel, 286 Grand Ave, Mackinac Island, MI 49757. Void where prohibited.