

**“One Tap Weekend GABF Giveaway” CONTEST OFFICIAL CONTEST RULES
 (“OFFICIAL RULES”)**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THIS CONTEST IS OPEN TO UNITED STATES RESIDENTS ONLY AND IS GOVERNED BY UNITED STATES LAW

1. **SPONSOR:** This Contest is sponsored by HotelTonight Inc. and Uber (the “Sponsors”). By entering the Contest, you acknowledge that you are in compliance with these Official Rules and agree to be bound by the Privacy Policy herein (see section 10).
2. **ELIGIBILITY:** The “One Tap Weekend GABF Giveaway” contest (“Contest”) is open to legal residents of America who are at least 21 years of age at the time of entry and have a valid HotelTonight or Uber account (collectively, the “Entrants” or an “Entrant”). The following persons are not eligible: (1) employees, officers, directors, agents, or representatives of (a) the Sponsors; (b) the legal, promotion and advertising agencies of the Sponsors; (c) any entity connected with the production or administration of the Contest, including the prize suppliers (collectively, the “Contest Parties”); and (d) any parent company, affiliate, subsidiary, agent and representative of any entity referred to in (a), (b), or (c); and (2) immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related) and of any person referred to in (1) above. This Contest is subject to all applicable federal, state and local laws.
3. **SOCIAL MEDIA DISCLOSURE:** The information you provide will only be used for administering this Contest and for marketing purposes in accordance with Sponsor’s privacy policy, located at <https://www.hoteltonight.com/privacy>.
4. **CONTEST PERIOD:** The Contest begins at **12pm PST** on September 29, 2014, and ends at **9am PST** on October 1, 2014 (the “Contest Period”).
5. **HOW TO ENTER:** How to Enter: **NO PURCHASE NECESSARY.** To enter, you must: (a) have HotelTonight or Uber account; (b) enter promo code [UBERHTGABF](#) under profile settings in the HotelTonight or Uber app. You will be asked to provide your first and last name and email address and to set up a user name and password. You may also be asked to answer optional questions; however, they need not be answered in order to be eligible for the Contest. Limit of one (1) Entry per person, per day during the Contest Period. Each Entry is subject to verification by the Sponsors and/or its designated representatives. Entries discovered to have been made with multiple addresses, under multiple identities, or through the use of any device or artifice to enter multiple times or entries that are in excess of the permitted number of daily entries during the Contest Period are automatically void. Sponsor reserves the right to disqualify any Entrant it finds to be tampering

with the entry process or the operation of the Contest or violating these Official Rules.

6. WINNER NOTIFICATION:

On October 1, 2014 at 3:00pm EST, eight (8) eligible entrants will be selected by random draw from among all eligible Entries received during the Contest Period. The odds of being selected as the Prize winner depend on the number of eligible Entries received during the Contest Period.

The selected entrant will be notified via email (e-mail addressed used to enter into the contest and which was used to download the Mobile App at 3:00 pm EST on October 1, 2014 (“Notification”). In order to be eligible to receive the Prize, the selected entrant must email the Sponsor within twenty-four (24) hours of Notification to confirm their participation and return the completed Declaration and Release Form. Before being declared the winner, the selected entrant will be required to complete and return the Sponsor’s Declaration and Release Form which: (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Releasees from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest, Entries and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsors in any manner whatsoever, including print, broadcast or the internet; and (v) requires the selected Entrants to correctly answer a time limited mathematical skill-testing question without mechanical or other aid. The Declaration and Release Form must be signed and returned within twenty-four (24) hours of receipt, that is, by no later than 3:00 pm EST on Thursday, October 2nd, 2014 . Please note that the winner will be required to arrange for his/her own transportation to and from Denver, Colorado to redeem the prize.

If a Selected Contestant: (a) fails to respond to the Notification within the specified time; (b) fails to return the properly executed Declaration and Release Form within the specified time; and/or (c) cannot accept his/her Prize as awarded for any reason; then he/she may be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate Entry from among all eligible Entries received during the Contest Period. Once the selected Entrant has completed the Declaration and Sponsor has, in its sole discretion, determined that the selected Entrant has satisfied all the criteria required to win the Prize, selected Entrant will be deemed the Prize winner.

7. PRIZE:

There [are eight](#) (8) prizes available to be won consisting of : (i) hotel accommodation for the winner and his/her guest for one (1) night in the Hotel Teatro® (double occupancy) on October 2nd, 3rd, or 4th, 2014 which includes two (2) tickets to either the Thursday, Friday or Saturday sessions of the Great American Beer Festival; and (ii) car transportation service to the festival provided by UBER, collectively with an approximate retail value of \$ 1,000 (the “Prize”).

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable or

convertible to cash (no substitutions except at Sponsor's option); (ii) all travel related to or from Denver, Colorado to redeem the Prize is at the winner's sole and absolute responsibility; (iii) the prize may only be used on October 2nd, 3rd or 4th, 2014 (otherwise the Prize will be forfeited in its entirety); (iv) the winner and his/her travel companion must: (a) must be 21 years old or older at time of entry; (b) have all necessary documentation to verify legal drinking age (v) the costs of everything not specifically stated above as included in the Prize are the sole responsibility of the winner and his/her and guest, including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for winner and his/her travel companion to and from Denver (NOTE: winner will be required to present a valid major credit card in winner's name at the time of hotel check-in to cover any incidental expenses); (vi) if the winner (and/or his/her guest) does not utilize any part(s) of the Prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) the hotel reservation must be made through the Sponsor or its designated agents; (ix) by accepting the Prize, the winner agrees to waive all recourse against the Releasees if the Prize or a component thereof does not prove satisfactory, either in whole or in part; and (x) the winner and his/her guest must sign and return the Sponsor's Declaration and Release Form (by the date indicated on the Form) indicating that he/she waives all recourse against the Releasees relating to their participation in the Prize (including, without limitation, any travel related thereto). The Prize will only be awarded to the Entrant whose full name and valid e-mail address appears on the Entrant's Mobile App registration.

8. GENERAL CONDITIONS:

Contest is subject to these Official Rules. By participating, each Entrant and the selected winning Entrant agree: (a) to be bound by these complete Official Rules and the decisions of Sponsor which shall be final and binding; (b) to release and hold harmless the Releasees and their respective directors, officers, employees, agents, divisions, parents, subsidiaries, affiliated companies, franchisees, service agencies, or independent contractors, from any and all liability for claims/damages in connection with their participation in this Contest or the acceptance of any Prize, including but not limited to claims/damages for personal injury or for loss or property damage with respect to acceptance, possession or use or misuse of the Prize; (c) to permit the Sponsor to use the name, city and/or state of residence, photograph, video, or any likeness of the winning Entrant for advertising or publicity purposes without any additional compensation; (d) to accept the Prize as awarded; and (e) the selected winning Entrant acknowledges that, before being eligible to win the prize, he must complete, sign and return within the prescribed time, a Declaration and Release Form to this effect (which will require the selected winning to correctly answer a time limited mathematical skill-testing question without mechanical or other aid).

Under no circumstances will the Sponsor be required to award more Prizes than what is indicated in these Official Rules or award the Prize other than in accordance with these Official Rules.

Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the [Contest](#) should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. Sponsor may prohibit an Entrant from participating in the Contest or winning prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Contest in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. Use of automated entry devices or programs is prohibited. Any attempts to access the Website, enter the Contest or increase votes or views via a bot script, device or brute-force attack will result in disqualification, including that IP address becoming ineligible for the entire Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

9. **PUBLICITY:** Sponsor reserves the right to use the Entries to the Contest for publicity purposes prior to, during, or after the Contest end date, in any media, and to use the name, likeness, hometown name, of any Entrant, in perpetuity, without any compensation or prior approval.

10. **PRIVACY:** All personal information collected by Sponsor will be used for administration of the Contest. The Sponsor warrants that it will only use the personal information collected through the Contest as per the Sponsor' Privacy Policy <https://www.hoteltonight.com/privacy>. By entering the Contest, you agree to the use of your personal information as described in this Privacy Policy. The personal information collected about you is limited to the information you have voluntarily supplied through the Mobile App, Entries and the Declaration and Release Form. Except as provided herein, the Sponsor will not divulge any personal information gathered through the Contest to third parties. Moreover, the Sponsor will not sell any personal information collected. Despite efforts to ensure third parties will not access or obtain your personal information, complete confidentiality and security cannot currently be guaranteed on the Internet. Communication via the Internet is subject to interception, loss, or alteration. You acknowledge and agree that the Sponsor and its respective directors, officers, employees, agents, divisions, parents, subsidiaries, affiliated companies, service agencies, or independent contractors cannot be held responsible for damages resulting from the transmission of confidential information or personal information over the Internet and that such communications are at your own risk.

11. **OFFICIAL RULES and WINNERS LIST:** For a copy of these Official Rules or of the winner, send your request in a self-addressed, stamped envelope to: The "One Tap

Weekend GABF Giveaway” Contest, 901 Market Street, Suite 310, San Francisco, CA, 94103. Request must be received by October 20, 2014.