

NIGHT AT THE CASTLE – FAIRMONT HOTEL VANCOUVER SWEEPSTAKES

OFFICIAL RULES

As a condition of participating in the Night at the Castle Sweepstakes, entrant agrees to be fully and unconditionally bound by these Official Rules and the decisions of Fairmont Hotel Vancouver and waive any right to claim ambiguity in the Sweepstakes or these Official Rules.

1. ELIGIBILITY

This Sweepstakes is open to persons who are at least 19 years of age and are legal residents of the United States of America, excluding New York State & Florida as well as Canada, excluding Quebec. Directors, officers, employees, contractors, agents or representatives of Sponsors and/or their affiliate companies, as well as the immediate family of such employees (including spouse, and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households as these employees, whether related or not, are not eligible. The Sweepstakes is subject to all applicable Canadian, federal, state, and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. HOW TO ENTER

The Sweepstakes begins on Monday, November 20, 2023 at 9:00 a.m. PST, and ends on Thursday, November 30 2023 at 11:59 p.m. PST ("Promotional Period") by signing up for ALL Accor Live Limitless loyalty program through the contest landing page: <https://www.fairmont-hotel-vancouver.com/night-at-thecastle-contest/> or if already a member of ALL Accor Live Limitless, entry can be made by entering your email address at <https://www.fairmont-hotel-vancouver.com/night-at-the-castle-contest/>. By doing so, you agree to receive communication from Fairmont Hotels & Resorts.

3. DRAWINGS AND ODDS OF WINNING

After the conclusion of the Promotional Period, on or about December 8, 2023 sponsors will select a single (1) Grand Prize winner based on the name chosen. Odds of winning the Grand Prize will depend on the number of eligible entries received during the Promotional Period.

4. GRAND PRIZE

- One-night stay for two in a Fairmont Room.
- Breakfast for two at Notch8 Restaurant + Bar
- \$150 credit at Notch8 Restaurant + Bar

Prize Package is subject to the terms and conditions set forth in this Sweepstakes. Winner must be 19 years or older. Restaurant reservations are subject to availability and prize is not valid for special events.

Once hotel reservations are booked, any changes, including associated fees, are the sole responsibility of the winner. All expenses, travel costs, incidental expenses, room charges, additional meals, gratuities and souvenirs are solely the responsibility of the winner. Prize Packages are not assignable or transferable. No cash equivalents of the Prize Packages or substitutions in prizes will be allowed, except by Sponsors, who may substitute a Prize Package (or portion thereof) with one of comparable or greater value. Each Prize Package is awarded AS IS and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by Sponsors. Winner is responsible of the payment of all taxes and fees associated with prize receipt and/or use. Sponsors will provide any required tax reporting forms to the Internal Revenue Service.

All prizes must be claimed by Friday, December 15, 2023. Stay is valid until Sunday, December 15, 2024, blackout dates apply.

5. WINNER'S NOTIFICATION

On or about December 8, 2023 Sponsors will contact the Grand Prize winners via e-mail using the contact information on the winner's entry email. Sponsors will attempt to email the winner during Sponsors' regular business hours at the email address provided on the entry form. Failure to reach winner by after two (2) attempts (i.e., return of email as non-deliverable or failure of winner to respond to email within two weeks of contact) may, at Sponsors' discretion, result in disqualification of winner, forfeiture of the winner's interest in the Grand Prize, and selection of a substitute winner from among all remaining eligible entries. Winner may, at the option of the Sponsors, be required to complete and sign an Affidavit of Eligibility and Liability Release, where legal, a Publicity Release, and IRS Form W-9. Failure to complete and return such forms to Sponsors within seven (7) days of winner's receipt of such request will result in forfeiture of the Grand Prize.

6. PUBLICITY

Except where prohibited by law, by entering the Sweepstakes, as a condition of participating in this Sweepstakes, entrant agrees to the use by Sponsors and their designees of entrant's name, photograph, video submission, likeness, statements, biographical information, voice and city and state address, for advertising and promotional purposes, as well as use on Sponsors' website, worldwide, including, but not limited to, attribution as author of entrant's Story (should one be submitted), and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission, except where prohibited by law. At the option of Sponsors, entrants and/or winners of any prize may be required to execute a Publicity Release. Sponsors reserve the right to raw video footage and may screen shot and/or edit files for promotional purposes.

ENTRANTS FURTHER ACKNOWLEDGE THAT ENTRANT'S IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT'S NAME ON A WINNERS' LIST AND/OR HAVING ENTRANT'S NAME IDENTIFIED AS THE AUTHOR OF THE STORY AND/OR PHOTOGRAPH ENTRANT SUBMITTED AS IT MAY BE PUBLISHED ON SPONSORS' WEBSITE. BY ENTERING THIS SWEEPSTAKES, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT (1) ENTRANT HAS OPTED-IN TO

SPONSORS' PRIVACY POLICY ON THE SWEEPSTAKES ENTRY PAGE; AND (2) BY OPTING-IN, THAT ENTRANT HAS READ AND CONSENTS TO SPONSORS' PRIVACY POLICY AND TERMS OF USE.

7. LIMITATION OF LIABILITY

Sponsors are not responsible for: (1) stolen, lost, late, misdirected, damaged, undeliverable or incomplete, inaccurate, delayed, illegible entries due to printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the mailing of entries, notification or correspondence, the processing of entries, the announcement of the prize or other error in any Sweepstakes related materials; (2) technical failures of any kind; (3) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes; (5) technical or human error that may occur in the administration of the Sweepstakes or the processing of entries; or (6) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, entrant's sole remedy is another entry in the Sweepstakes. Sponsors' decisions are final on all matters relating to the Sweepstakes.

As a condition of participating in this Sweepstakes, entrant agrees to release, indemnify and hold harmless Sponsors and their parent and affiliated entities, subsidiaries, and each of their respective agents, representatives, officers, directors, shareholders and employees (collectively, "Releasees") from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse (including any travel or travel-related activity thereto) of the Grand Prize. Entrants agree that the laws of British Columbia, Canada will govern any and all disputes.

As a condition of participating in this Sweepstakes, entrant agrees that (1) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (2) all claims arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred. Entrant waives any right to seek an award of attorneys' fees. Sponsors reserve the right to modify prize award procedures.

If, in the Sponsors' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, Sponsors reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the Grand Prizes using all eligible, non-suspect entries received for

the applicable drawing as of the termination date. Any attempts by an individual to access any website associated with this promotion via robotic, automatic entry devices, programs such as, but not limited to, by script, macro or any other automated means, or other unauthorized entry will void all such entries by such methods.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE SPONSORS' WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

8. NAMES OF WINNING ENTRANTS

To obtain the name of the winner, any person may mail a self-addressed, stamped envelope after December 15 to:

Fairmont Hotel Vancouver
900 West Georgia Street
Vancouver
British Columbia, Canada
V6C 2W6

9. ARBITRATION AND DISPUTES

As a condition of participating in this Sweepstakes, entrant agrees that any and all disputes which cannot be resolved between the parties, claims arising out of or connected with this Sweepstakes, or the Grand Prizes awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or entrant's rights and obligations or Sponsors' rights and obligations in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of British Columbia, Canada without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in Vancouver.

10. SPONSOR

Fairmont Hotel Vancouver
Public Relations Department (Night at the Castle Contest)
900 West Georgia Street
Vancouver
British Columbia, Canada
V6C 2W6

11. OPT-OUT

If you do not wish to receive information from or about Fairmont Hotels & Resorts, send your name, with your address to:

Fairmont Hotel Vancouver
Public Relations Department (Night at the Castle Contest)
900 West Georgia Street
Vancouver
British Columbia, Canada
V6C 2W6

The actual odds of winning a Grand Prize will depend upon the total number of eligible entries received during the Promotional Period. All entries must be received by November 30, 2023 as indicated above to be eligible for the drawing on December 8, 2023. See Official Rules above for complete prize restrictions.