

**SONESTA INTERNATIONAL HOTELS CORPORATION'S
2021 SONESTA SUMMER OF TRAVEL SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**VOID WHERE PROHIBITED. VALID ONLY IN THE U.S. AND DISTRICT OF COLUMBIA (EXCLUDING TERRITORIES).
ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

Participants must have access to the Internet to enter this Sweepstakes.

The Sonesta International Hotels Corporation 2021 Summer of Travel Sweepstakes (the "Sweepstakes") is sponsored by Sonesta International Hotels Corporation ("Sonesta"). This Sweepstakes is in no way sponsored, endorsed administrated by or associated with Facebook, Inc. or Instagram. All federal, state and local laws and regulations apply.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins at 9:00 a.m. Eastern Time ("ET") on June 18, 2021, and ends at 11:59 p.m. ET on September 19, 2021 (the "Sweepstakes Period").
- 2. SWEEPSTAKES DESCRIPTION:** Each individual who, during the Sweepstakes Period, visits Sonesta's Sweepstakes post on Sonesta's page on Instagram (the "IG Sweepstakes Post") and enters the Sweepstakes as described in Section 4.a. below, or visits Sonesta's page on Facebook (the "FB Sweepstakes Post") and enters the Sweepstakes as described in Section 4.b., below, will have an opportunity to automatically be entered into the Sweepstakes (the IG Sweepstakes Post and FB Sweepstakes Post jointly, the "Sweepstakes Post") . An alternative method of entry is provided by registering for the Sweepstakes by email, as described in Section 4.c. below, during the Sweepstakes Period. Entrants will thereupon be entered into a drawing to be held on or about September 20, 2021. One eligible entrant will be selected from all of the entrants to win the Prize.
- 3. ELIGIBILITY:** The Sweepstakes is open only to persons who on the date of entry are legal residents of the 50 United States of America and the District of Columbia, who are at least twenty-one (21) years of age. Void in Guam, Puerto Rico, the U.S. Virgin Islands and other U.S. Territories and Possessions, and where prohibited or restricted by law.

Employees, officers, directors and their immediate family members of Sonesta and each of its subsidiaries, affiliates, agents, licensees, directors, officers and employees, suppliers, advertising and Sweepstakes agencies, legal and financial advisors, and any and all other companies associated with this Sweepstakes are ineligible to enter. For purposes of this Sweepstakes, "immediate family members" means parents, spouses, children, siblings, in-laws, grandparents and each of their spouses and household members, whether related or not.

- 4. HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. You must have the Instagram Application or Facebook Application, or access to the Internet, in order to participate. Instagram and Facebook are free to download. You can enter the Sweepstakes by using either method described in Sections 4.a., 4.b., or 4.c. below (each an "Entry").
 - a. Post to Instagram:** To enter the Sweepstakes by posting on Instagram, your Instagram account must be set to public during the Sweepstakes Period and you must, within the Sweepstakes Period, (i) follow @SonestaHotels on Instagram, (ii) and do one of the following: (A) repost the Sweepstakes Post on your Instagram feed with the caption, "I want to win @SonestaHotels #SonestaSummerofTravel giveaway"; (B) in the comments of the Sweepstakes Post, tag the individual you would bring along if you were to win the Sweepstakes; or (C) post your own photo of your stay at a Sonesta hotel with #SonestaSummerofTravel giveaway and tag @SonestaHotels. Incomplete submissions or submissions that contain any prohibited

content (as described in Section 4.d. below) will be deemed invalid and will not be entered. After the information is correctly submitted, you automatically will be entered and thereafter will be referred to as an "Entrant."

- b. Post to Facebook:** To enter the Sweepstakes by posting on Facebook, your Facebook account must be set to public during the Sweepstakes Period and you must, within the Sweepstakes Period, (i) follow the Sonesta Hotels page on Facebook, and (ii) in the comments of the Sweepstakes Post, share your own photo of your stay at a Sonesta hotel with #SonestaSummerofTravel and the name of the Sonesta hotel at which you stayed. Incomplete submissions or submissions that contain any prohibited content (as described in Section 4.d. below) will be deemed invalid and will not be entered. After the information is correctly submitted, you automatically will be entered and thereafter will be referred to as an "Entrant."
- c. Email:** You may also enter the Sweepstakes by sending an email with your name, address, phone number (including area code) and date of birth, and the subject line "2021 Summer of Travel Sweepstakes," to sonestasocial@sonesta.com. The receipt of an email in accordance with these guidelines will be considered as Entry into the Sweepstakes and you will thereafter be referred to as an "Entrant."
- d. Entry Limits:** Limit one (1) Entry per person per method of entry during the Sweepstakes Period. Additional entries received from any such person will be void. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different Instagram accounts, Facebook accounts, email addresses, identities, registrations and logins, or any other method will void all Entries submitted by that participant.

By submitting your Entry, you represent and warrant that you have the written consent necessary to allow Sonesta to use the submission as described in these official rules (the "Official Rules").

Entries must not (i) include any personal information not requested, (ii) contain any content, element, or material that violates a third party's intellectual property rights, (iii) be derogatory, offensive, threatening, indecent, disparaging, libelous or contain any content that is inappropriate, abusive, indecent, lewd, obscene, sexual, profane, tortious, slanderous, discriminatory in any way, promote drug use, hatred or harm against any group or individual, or otherwise not comply with the theme and spirit of the Sweepstakes as determined by Sonesta, in its sole discretion, or (iv) violate any law or regulation. Sonesta reserves the right, in its sole discretion, to delete any post and void any entry that attempts to tamper with the entry process or violate these Official Rules in any way, and to disqualify the corresponding Entrants from all prizes and further participation in this Sweepstakes or any future promotions and/or to prosecute such person to the fullest extent permitted by law.

Sonesta is not responsible or liable for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the Instagram account, Facebook account, or email account used to register will be deemed to be the Entrant. The "authorized account holder" of an Instagram account or Facebook account is the natural person who registered for the profile. The potential winner may be required to show proof of being the authorized account holder, including but not limited to the proof issued by Instagram, Facebook, or the email provider.

- 5. PRIZE, WINNER, AND ODDS:** The odds of winning the Prize depend upon the number of Entries received during the Sweepstakes Period. There will be a total of one (1) prize winner (the "Winner") for the Sweepstakes Period that will receive the following prize (the "Prize"): 120,000 Sonesta Travel Pass points (the "Points"), which Points have no cash value and may not be redeemed for cash but may be applied toward the cost of accommodations at any hotel doing business under one of Sonesta's proprietary brands that accepts Points. The Points will be provided via the Winner's Sonesta Travel Pass account (which Winner will have to establish, free of charge, if Winner does not already have one). Sonesta Travel Pass is Sonesta's stay-based guest loyalty program. The

Points may be redeemed at any of Sonesta's participating continental U.S. hotels; need not be redeemed at one time; are not transferable; do not expire; and are otherwise subject to the general terms and conditions of the Sonesta Travel Pass program. Hotel accommodations are subject to availability and must be booked online at sonesta.com or over the phone at 1.855.622.2160 or direct dial: 1.617.658.0078. Allow 4 to 6 weeks from the end of the Sweepstakes Period for delivery of the Prize. THE APPROXIMATE VALUE OF THE PRIZE IS \$540.00 USD; THE APPROXIMATE TOTAL VALUE OF ALL PRIZES OFFERED IN THIS SWEEPSTAKES IS \$540.00 USD . No cash alternative or prize substitution allowed, except in Sonesta's sole discretion. Prize may not be sold, bartered, or exchanged by the Winner. Any details of the Prize not specified herein shall be determined solely by Sonesta.

Winner is responsible for all federal, state and local taxes and fees associated with Prize receipt and/or use. Sonesta may report to the IRS (and to the Winner) the award of the Prize to the Winner using IRS Form 1099-MISC by January 31, 2022.

Limit: One (1) Prize per person.

6. SELECTION OF WINNER: After the end of the Sweepstakes Period, Sonesta will use a random number generator to choose a winner from the eligible Entries. Winner will be notified via either Instagram direct message, Facebook private message, or by email, whichever is applicable, by September 24, 2021, and must respond within 48 hours of being contacted. Failure of a winner to respond within 48 hours of notification or return of email notification as undeliverable after three attempts, or failure to comply with any term or condition of these "Official Rules," will result in disqualification, in which event Sonesta will randomly select a new potential winner from the Entries as the Winner, in accordance with these Official Rules.

Sonesta is not responsible for and shall not be liable for late, lost, damaged, intercepted misdirected, or unsuccessful efforts to notify the potential winner. Sonesta will not be responsible if a potential winner changes his or her email address or other contact information after he or she registers for the Sweepstakes; it is his or her sole responsibility to notify Sonesta of any update to his or her registration information. Failure to notify Sonesta of such update to registration information may affect a potential winner's ability to receive the proper notification and be able to respond in time. **The potential winner is subject to verification by Sonesta in accordance with these Official Rules.** The Winner will be publicly announced on Instagram and Facebook via the Sweepstakes Post.

Sonesta has complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the Winner. Decisions of Sonesta as to interpretation of the Official Rules, administration of the Sweepstakes, and selection of the Winner will be final. In the event of any conflict with any Sweepstakes details contained in other Sweepstakes materials and these Official Rules, the Official Rules shall prevail.

7. PUBLICITY; INTELLECTUAL PROPERTY: As a condition of entry, each Entrant grants Sonesta a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, publish, distribute, publicly perform, publicly display and otherwise use and exploit the Entry, in whole or in part, for any purpose, in any manner or medium now or hereafter known or devised, without any attribution or compensation to the Entrant, and such Entry will not be acknowledged or returned. Without limiting the forgoing, Sonesta will have the right to use the entries submitted as part of the Sweepstakes, and all images depicted therein (if any), in any merchandising, advertising, marketing, Sweepstakes or for any other commercial or non-commercial purpose. All entries that are posted on Sonesta's website and social media may be available to be viewed by anyone with access to the Internet; entries posted on Sonesta's page on Instagram or page on Facebook, or page on any other social media platform, may be "liked" by visitors to those pages.

Entrants entering the Sweepstakes by providing their submission through Instagram or Facebook understand that they are providing their information to Sonesta and not to Instagram or Facebook. Any personally identifiable information collected during an Entrant's participation in the Sweepstakes may be used by Sonesta,

its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, in accordance with Sonesta's Privacy Policy as stated at <https://www.sonesta.com/privacy-policy>. Entrants will retain ownership of all intellectual property rights (including all moral rights) in and to the Submission.

8. RELEASE OF LIABILITY: Each potential winner of the Sweepstakes may, in Sonesta's sole discretion, be required to execute an affidavit of eligibility/release of liability agreement in a form specified by Sonesta (the "Acceptance Release"), which Acceptance Release may include a publicity consent and a statement of the winner's social security number (to be used by Sonesta for tax reporting purposes), and return the Acceptance Release before the winner is announced. If any potential prize winner fails or refuses to sign and return such Acceptance Release within 48 hours of the first notification attempt, such potential winner, in Sonesta's sole discretion, may be disqualified and an alternate may, in Sonesta's sole discretion, be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules, he or she may be disqualified in Sonesta's sole discretion, and an alternate potential winner may then, in Sonesta's sole discretion, be selected by Sonesta. The potential winner's Acceptance Release is subject to verification by Sonesta.

9. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY/DISCLAIMERS OF LIABILITY: Sonesta, Instagram and Facebook, and their respective officers, directors and affiliates (collectively, the "Released Parties") are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email or postal mail; or for any computer, telephone, satellite, cable, electronic or Internet hardware or software malfunctions, failures, connections, or availability, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability, or traffic congestion, or any technical, mechanical, printing, or typographical or other error, or unauthorized human intervention, or the incorrect capture of registration information, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any website(s). The Released Parties are not responsible for any injury or damage, whether to person or property, to Entrants or other persons or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize. By entering or otherwise participating in the Sweepstakes, each Entrant agrees: (a) to be bound by these Official Rules, all applicable laws, and all decisions of Sonesta, which decisions shall be binding and final in all respects; (b) to waive any rights to claim ambiguity with respect to these Official Rules; (c) to waive all of his/her rights to bring any claim, action, or proceeding against any of the Released Parties in connection with the Sweepstakes; and (d) to forever and irrevocably release, defend, indemnify, and hold harmless the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (i) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the Entrant's entry, participation or inability to participate in the Sweepstakes or any Sweepstakes-related activity, (ii) the violation of any third party privacy, personal, publicity or proprietary rights, (iii) typographical or printing errors in these Official Rules or any Sweepstakes materials, (iv) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (v) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond Sonesta's control, including but not limited to, any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (vi) any interruptions in or postponement, cancellation, or modification of the Sweepstakes,

(vii) human error, (viii) incorrect or inaccurate transcription, receipt or transmission of any part of the Entry (including, without limitation, the information or any parts thereof), (ix) any technical malfunctions or unavailability of any Sweepstakes-related web pages or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service (whether electronic, United States, or otherwise) utilized by Sonesta or by an Entrant, (x) interruption or inability to access the Sweepstakes, the Page or any other Sweepstakes-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (xi) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (xii) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (xiii) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (xiv) any wrongful, negligent, or unauthorized act or omission on the part of Sonesta, (xv) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), (xvi) the collection, use and/or sharing of Entrant's personally identifiable information by Sonesta or its designees or (xvii) the negligence or willful misconduct by Entrant.

10. MISCELLANEOUS: Sonesta reserves the right to correct typographical or clerical errors in any Sweepstakes-related materials. If, for any reason, the Sweepstakes is not capable of running as planned, Sonesta reserves the right, at its sole discretion, to cancel, terminate, modify, proceed or suspend the Sweepstakes, or modify these Official Rules, including the selection of a winner, in a manner it deems fair and reasonable including the selection of a winner from among Entries received prior to such cancellation, termination, modification or suspension. Any person attempting to defraud or tamper with this Sweepstakes in any way will be ineligible for a prize and may be prosecuted to the fullest extent of the law. Tampering includes attempting to enter more than the number of Entries permitted by these Official Rules including by using an automated device or by using more than one email address, Instagram account, Facebook account, or identity. Any failure by Sonesta to enforce any of these Official Rules shall not constitute a waiver of such Official Rules. Caution: any attempt by any individual to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sonesta reserves the right to seek damages and/or equitable relief from any such individual to the fullest extent permitted by law.

11. DISPUTES: By entering the Sweepstakes, Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations 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 Entrants, or of Sonesta in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in Middlesex County in the Commonwealth of Massachusetts and each Entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. SPONSOR: Sonesta International Hotels Corporation, 255 Washington Street, Suite 230, Newton, Massachusetts 02458.

13. WHO WON? For the name of the Winner, please email sonestasocial@sonesta.com with the subject line, "2021 Summer of Travel Sweepstakes Winner." The name of the Winner will be available after September 30, 2021.