

#HyattLovesATX Mural Design Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS PROMOTION. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY TAGGING YOUR PHOTO WITH THE “REQUIRED HASHTAGS” (DEFINED BELOW) AND POSTING YOUR PHOTO, YOU AGREE TO THESE OFFICIAL RULES, INCLUDING THE “SUBMISSION REQUIREMENTS” AND THE “LICENSE” SECTION BELOW, IN WHICH, AMONG OTHER THINGS, YOU GRANT SPONSOR RIGHTS TO USE YOUR PHOTO.

WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR (DEFINED BELOW) WITHIN SEVEN (7) DAYS OR OTHER SPECIFIED DEADLINE ACCORDING TO THE NOTIFICATION FROM SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR’S SOLE DISCRETION).

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, LLC. (“INSTAGRAM”). A VALID INSTAGRAM ACCOUNT AND INTERNET ACCESS ARE REQUIRED FOR ENTRY. IF YOU DO NOT FOLLOW SPONSOR ON INSTAGRAM, IT MAY AFFECT SPONSOR’S ABILITY TO COMMUNICATE WITH YOU, WHICH MAY RESULT IN YOUR DISQUALIFICATION.

BY ENTERING THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

OVERVIEW:

#HyattLovesATX Mural Design Contest (“Promotion”) is sponsored by Hyatt Corporation. Hyatt Corporation and its properties, including without limitation, Hyatt Regency Austin, are collectively referred to in these Official Rules as “Sponsor.” The Promotion begins at 11:00:00 a.m. Central Time (“CT”) on May 4, 2016 and ends at 8:59:59 a.m. CT on May 31st, 2016 (“Promotion Period”). During the Promotion Period, an eligible entrant (see eligibility requirements below) may enter the Promotion by submitting a photograph of his or her mural design (“Photograph”) that complies with these official rules (“Official Rules”) and posting the Photograph from his or her Instagram account along with the hashtags “#HyattLovesATX” and “#Entry” (“Required Hashtags”), as described in more detail below. Following the close of the Promotion Period, one (1) winner will be determined from among eligible entries actually received by Sponsor during the Promotion Period based on a variety of established criteria as set forth in detail below. Judging will be conducted during and after Promotion Period. Winner will be selected by June 10, 2016 and must be able to complete their mural at Hyatt Regency Austin by June 20, 2016. Hotel Stay and Austin City Limits tickets prize component must be redeemed between September 30, 2016 – October 2, 2016 OR October 7, 2016 – October 9, 2016. No substitute dates allowed.

ELIGIBILITY:

This Promotion is open only to individuals who twenty-one (21) years of age of one (1) of the fifty (50) United States or the District of Columbia, who have Internet access and use of a camera and/or other device to take, upload and post his or her Photograph to the Instagram platform, and who are registered users of Instagram in good standing as of the first date of participation in this Promotion and through the date of prize award. Corporate entities are not eligible and have no right to claim any prize won by its employees. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, Instagram, or their respective corporate

partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, advertising, promotion, public relations, fulfillment and marketing agencies (collectively, the “Promotion Entities”) and members of their immediate families and individuals living in the same household as such individuals, are not eligible. For the purposes of this Promotion, immediate family members are defined as spouse, domestic partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Participation in this Promotion constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor.

TO ENTER: There are two (2) steps required to enter this Promotion:

- (1) **Submit a Photograph.** Submit a Photograph that complies with all of the Submission Requirements below. Any Photograph you submit in this Promotion must be submitted by you. Your Photograph must represent your mural design that is Austin, Texas themed. Actual rental of a room or use of any Hyatt or Hyatt property’s services is not required.
- (2) **Post your Photograph as part of an Entry Post on Instagram.** You may enter the Promotion through Instagram by making a post from your Instagram account that includes your Photograph and the Required Hashtags (an “Entry Post”).

Your Entry Post will appear on your Instagram feed and within other users’ feeds, and may be visible to other users or the public. See “License” section below for other information about where and how your Entry Post or Photograph may be used.

Only Instagram accounts associated with an individual may be used for entry in this Promotion; entries received from an Instagram account associated with any organization, company, corporation, partnership or other entity will be void. **You must include the Required Hashtags to participate.** An Entry Post must be posted and received during the Promotion Period and identifiable by and viewable to Sponsor during the Promotion Period and at the time of winner selection and prize award for this Promotion to be eligible. Sponsor, at its sole discretion, may accept or disqualify an Entry Post that contains either a technically incorrect Required Hashtags or content that is: (i) superfluous to the required content or (ii) otherwise violates these Official Rules. Entry Posts that are not both actually visible and timely received by Sponsor will not be entered into a Promotion. For purposes of this Promotion, an Entry Post is “received” when the Instagram platform records your Entry Post and it is visible to Sponsor. Sponsor’s database clock will be the official timekeeper for this Promotion. **Incorrect and/or incomplete Entry Posts, posts received outside the applicable Promotion Period, and/or Entry Posts that contain obscene or offensive content or language or any content or language communicating messages inconsistent with the positive reputation and image with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void.**

NOTE ABOUT MOBILE: By participating in this Promotion via your wireless mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use or text messaging sent and received from your mobile device according to the terms in your wireless service provider’s calling or data plan. Normal airtime and carrier charges and other charges may apply to text messages or data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Each wireless carrier’s rate plan may vary, and you should contact your wireless carrier for information on messaging rate plans and charges relating to your participation in this Promotion. Participation in this Promotion via mobile or text message means that you understand and agree that you may receive push notifications or additional text messages from Sponsor or Instagram relating to this Promotion, including to notify you if you are a potential winner in the Promotion or to award a prize if you are a winner, which will be subject to the charges pursuant to your carrier’s rate plan. Text messaging and push notifications may not be available from all mobile device service carriers and handset models. Check your device’s capabilities for specific instructions

and your wireless service provider's calling or data plan. Text messaging and wireless service are not available in all areas, from all mobile device service carriers, and with all mobile phones, handsets, or other devices.

Limit one (1) entry of same Photograph and mural design per person/Instagram account in this Promotion, regardless of entry method. More than one (1) participant may not enter the same Photograph into this Promotion. Subsequent attempts made by an individual to submit entries in excess of the above-stated limits by using multiple or false contact information, by using multiple Instagram accounts, by posting Photographs that are identical or substantially similar to previous Photographs posted by other Promotion entrants, or by any other means may be disqualified. Receipt of entries will not be acknowledged or returned. Facsimiles, mechanical reproductions, alterations, garbled, incomplete, unintelligible, misdirected, lost, late, mutilated, or forged entries, or entries generated by a macro, bot, or other automated means will not be accepted and are void. Those who do not follow all instructions, provide the required information in their entry, or abide by these Official Rules will be disqualified. Entries made by any other individual or by any entity, or originating at or using any website, other than the Instagram platform, including, without limitation, commercial Promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. As a condition of entering the Promotion, each entrant gives consent for Sponsor and its representative to obtain and deliver his or her name, address, and other information to third parties for the purpose of administering this Promotion and complying with applicable laws, regulations, and rules. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, including the interpretation of these Official Rules, which will be final and binding in all respects. Sponsor may at its sole discretion keep participant information or copies of Entry Posts for up to five (5) years after completion of the Promotion for business management and record keeping purposes.

IMPORTANT: Sponsor may not be able to view Entry Posts, receive or send messages, or otherwise receive entries or detect participation from Instagram users with "private" updates due to the way Instagram operates its services (i.e., user has set their account(s) so that only people whom the user has approved can view their updates). Sponsor may not be able to communicate with a participant via some of Instagram's features if participant is not using the latest version of the Instagram app or does not "follow" or otherwise connect his or her account with Sponsor's account on Instagram. Participants are not required to "follow" Sponsor and may discontinue following Sponsor or having an Instagram account at any time, but doing so may mean that Sponsor cannot receive or provide communications (such as a prize-notification message to a potential winner) for purposes of administering this Promotion, which could result in participant being disqualified or ineligible to win a prize. It is each participant's sole responsibility to take all steps required for Sponsor to be able to detect and view his or her Entry Post, to set his or her Instagram account settings to accept communications by Sponsor, and to timely check his or her Instagram account for any direct messages, direct posts, or @Replies (as applicable) from Sponsor. Sponsor is not responsible for changes to the Instagram platform (or any website or mobile application offered as part of such platform) or its functionality that may interfere with the Promotion or ability of a participant to timely enter or otherwise participate at all. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability of Sponsor to locate a purported Entry Post using a search to find eligible entries. All use of Instagram in this Promotion must comply with the Instagram Terms of Service, available at <http://instagram.com/about/legal/terms/>.

SUBMISSION REQUIREMENTS: Your Entry Post, including your Photograph and all elements associated and included with your Entry Post (other than the Required Hashtags), must meet all of the following requirements or you and the associated entry may be disqualified, as determined by Sponsor in its sole discretion:

- All aspects of the Entry Post must be originally created by and solely owned by you or in the public domain. All third-party content and content not original to you (unless it is in the public domain) is prohibited. You may use filters and other photo editing features that are properly used and licensed according to and through

your photo editing or other software, however, you should not include any clip art or graphics that are not your own creation (or in the public domain).

- Entry Post must NOT depict, identify, or include any person other than you unless the person depicted is at least the age of majority in his or her jurisdiction of residence and you have that person's explicit consent to include him or her in the Entry Post OR you are that person's parent or legal guardian and have authority to grant such consent. As a condition of participating in the Promotion and being included in the judging, you agree to provide adequate proof (as determined by Sponsor) of the person's consent or your authority and your consent on the person's behalf, as applicable, to Sponsor promptly upon request. (Adequate proof may include, without limitation, an affidavit or declaration executed by the person depicted and notarized at entrant's cost and expense).
- Entry Post must not create or imply any improper association between Sponsor and any individual, entity, or anyone else or his, her, or its products or services.
- Entry Post must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or right of privacy or publicity.
- Entry Post must be unpublished and not have been submitted in any other Promotion, contest, promotion, or competition.
- Entry Post must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, any Promotion Entity, or any third party.
- Entry Post must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, provincial, or local law, rule, or regulation applicable to entrant or to this Promotion. Entry Post must be suitable for presentation in a public forum.
- Entry Post must not suggest, depict, or describe any inappropriate or unlawful behavior or use of Sponsor's or any other products or services.
- **Entrant agrees that his/her participation in the Promotion and agreement to these Official Rules and any Promotion Entity's display and use of his/her Entry Post will not violate any agreement to which entrant is a signatory or party.**
- **Entrant agrees to indemnify the Promotion Entity against any and all claims from any third party for any use or reuse by any Promotion Entity of the Entry Post in accordance with the rights granted the Promotion Entities in these Official Rules.**

Sponsor reserves the right in its sole discretion to disqualify from the Promotion and/or cease or refrain from displaying or publishing any entry or Entry Post that, in its sole discretion, refers, depicts, or in any way reflects negatively upon a Promotion Entity, the Promotion, or any other person or entity or does not comply with these Submission Requirements or any other requirement of these Official Rules.

WINNER SELECTION/NOTIFICATION:

The winner of the prize detailed in the "Prize, & Approximate Retail Value" section below will be selected by a panel of judges chosen by Sponsor in its sole discretion ("the Judges") in one (1) round of judging. Each Entry Post will be judged based on the following criteria according to the weights indicated: creativity of Photograph (1/3); uniqueness of Photograph (1/3); and appeal to Austin theme (1/3) ("Criteria"). The one (1) Entry Post with the highest total score as determined by the Judges will be designated as the Prize winner.

In the event of a tie in the selection of the winner for the Promotion, the tie will be broken in favor of the Entry Post with the higher score in the Creativity. If there is still a tie, the tie will be broken by the Submission with the higher score in the quality of Photograph. All Judges' decisions are final and binding in all matters relating to this Promotion. Entrants acknowledge that other entrants may have submitted Submissions that may have familiarities or similarities to his/her Entry Post, and that he/she will not be entitled to any compensation or right to negotiate with the Sponsor because of these familiarities or similarities. The winner will be chosen after the Promotion Period in Austin, Texas.

Within approximately five (5) business days after the end of the Promotion Period, Sponsor or its designee will attempt to notify the potential winner that he or she may have won a prize by using the direct message feature on Instagram for the user account that posted the potentially winning Entry Post. Potential winner must respond within seven (7) days according to the instructions in the notification, or prize and any further participation may, in Sponsor's sole discretion, be forfeited. Sponsor reserves the right at its sole discretion to use a different feature of the Instagram platform for notification for any reason, including, without limitation by posting a comment on the potentially-winning Entry Post or elsewhere. Each participant is required as a condition of entry to follow any and all requirements in any notification by Sponsor in order to be eligible to win.

If potential winner is not a follower of Account, then potential winner will have to approve any direct messages sent to him or her by Sponsor and respond as directed in such message within the time frame described above. Potential winner may discontinue following Sponsor after the completion of the eligibility verification and prize fulfillment procedures, but doing so before those procedures are completed may result in such person being disqualified or ineligible to win a prize. It is each potential winner's responsibility to set his or her account settings to accept communications by Sponsor and to timely check his or her Instagram account for any such direct messages.

The potential prize winner may, in Sponsor's sole discretion, be required to complete, sign, have notarized (if applicable), and return an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited by law) and tax documents (collectively, "Winner Documents"), any or all of which may require the potential winner to provide his or her Social Security Number if he or she is a U.S. resident, and a copy of a government-issued identification or number therefrom, within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Winner Documents, if applicable, must be received by Sponsor from the potential winner within seven (7) days of Sponsor sending the documents to the potential winner or other larger time frame as stated in the Winner Documents, or prize may be forfeited and an alternate winner may be selected. If any notification or other Promotion-related communication is returned as undeliverable, or if a selected potential winner cannot be reached or does not respond as instructed after Sponsor has attempted to notify that potential winner, that selected winner may be disqualified and an alternate winner may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any winner or alternate potential winner, if any, including, for example, by instead posting a comment on the Entry Post requiring a response within a particular time frame. The entry, prize claim, and Winner Documents are subject to verification by Sponsor. The prize, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winner (time permitting) for any reason.

PRIZE, QUANTITY AND APPROXIMATE RETAIL VALUE ("ARV"):

One (1) prize winner, subject to verification, will each receive a prize, which the winner shall choose only one (1) of the following prizes: (I) a one thousand dollar (\$1,000) gift card to Jerry's Artarama (ARV \$1,000); **OR** (II) a two (2) night stay in a double occupancy standard room at Hyatt Regency Austin and two (2) weekend pass tickets to Austin City Limits to be held on September 30, 2016 – October 2, 2016 **OR** October 7, 2016 – October

9, 2016. Tickets and hotel stay must all be used between September 30, 2016 – October 2, 2016 OR October 7, 2016 – October 9, 2016 (ARV \$1,400).

Winner may only choose one of the above prizes. Winner must complete the mural at the Hyatt Regency Austin by June 20, 2016 in order to receive prize. Winner must supply all materials to complete the mural Prize, if legitimately claimed, will be awarded. Prize details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion. All federal, state, provincial, and local taxes, as well as any expenses not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of each winner. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach a winner because of incorrect or changed contact information. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any winner to accept or use any prize (or portion thereof) for any reason. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prizes will be awarded. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim that prize.

LICENSE:

By entering, except where prohibited by law, each entrant grants to the Promotion Entities and their agents, successors and assigns the irrevocable, sublicensable, absolute and perpetual right and permission to use, edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, separate, dub, adapt, publish, combine with other material, and exploit the content of and elements embodied in the entry, including, without limitation, the Entry Post, in any and all media (whether now existing or hereafter devised), including online and in digital media, in any language, throughout the world, and in any manner, including for trade, advertising, promotional, commercial, or any other purposes, without further review, notice, approval, consideration, or compensation. Each entrant agrees that the licensed entities may, but are not required to, attribute the entry (or any part thereof) to entrant. Each entrant waives and releases the Promotion Entities from any and all claims that entrant may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to the Promotion Entities' exploitation of entries without further notification or compensation to entrant of any kind, **and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Promotion Entities, each of their licensees, or any other person in connection with this Promotion, on the grounds that any use of any entry or element thereof (including the Entry Post) or derivative works therefrom, infringes or violates any of entrant's rights (including MORAL RIGHTS) therein.**

Each participant acknowledges and agrees that nothing in these Official Rules will require a Promotion Entity to use the entry in part or in whole or to include the entry in any Promotion Entity-related property. Each entrant hereby acknowledges and agrees that the relationship between the entrant and each of the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to submit his/her entry for purposes of the Promotion does not place any of the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entry (including all Entry Post), other than as set forth in these Official Rules. Each entrant understands and acknowledges that Sponsor has wide access to ideas, essays, images, and other creative materials. Each entrant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to his/her entry and/or each other in idea, components, format, or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material that has or may come to Sponsor from other sources. Each entrant acknowledges and agrees that Sponsor does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to his/her entry or its constituent elements. Each

entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any entry or other material submitted in connection with the Promotion, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Promotion Entity property or product, and entrant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

LIMITATION OF LIABILITY:

NOTHING IN THESE OFFICIAL RULES LIMITS, EXCLUDES, MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE PROMOTION ENTITIES AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY "RELEASED PARTIES") EXCLUDE FROM THESE OFFICIAL RULES ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, USE, MISUSE OR AWARDED OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (COLLECTIVELY, "CLAIMS"). HOWEVER, BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION, THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CLAIMS OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SPONSOR OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY FOR SUCH CLAIM CANNOT BE EXCLUDED BY LAW.) ENTRANTS ACKNOWLEDGE THAT THE DECISION TO PARTICIPATE IN THIS PROMOTION IS STRICTLY VOLUNTARY AND, IN CONSIDERATION OF HIS OR HER PARTICIPATION, EXPRESSLY CONVENES NOT TO SUE ANY OF THE RELEASED PARTIES FOR ANY CLAIMS. WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE (INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), BEYOND ANY NON-EXCLUDABLE GUARANTEES.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

ADDITIONAL DISCLAIMERS:

Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit; any lost, late, incomplete, illegible, garbled, mutilated, or misdirected entries, e-mail, mail, social media message, or Promotion-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Promotion-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Released Parties are not responsible for any changes or unavailability of the Instagram platform that may interfere with the Promotion (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the Instagram platform for the Promotion as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Promotion. Released Parties are not responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind (including, without limitation, Instagram or other social media messages from Sponsor that are segregated or filtered from entrant's other messages), or insufficient space in a potential winner's email, Instagram account, voicemail, or other inbox. Released Parties are not responsible, and may disqualify you, if your Instagram information or account, e-mail address, or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof in the event that any of the Promotion activities or Released Parties' operations or activities are affected, as determined by Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, 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 law, rule, regulation, order or other action adopted or taken by any governmental, federal, state, provincial, or local government authority, or any other cause, whether or not specifically mentioned above.

GENERAL RULES:

By entering the Promotion (except where prohibited by law), each entrant grants the Promotion Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Promotion, including interpretation of these Official Rules and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Promotion. Participants further agree to not damage or cause interruption of the Promotion and/or prevent others from using the Promotion. Sponsor reserves the right to restrict or void online entries or participation from any IP address if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Promotion. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. Entrants waive any right to claim ambiguity in the Promotion or these Official Rules. If Sponsor determines at any time in its sole discretion that the winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The Released Parties are not responsible and will have no liability for any content or other participation that is removed from Instagram for any reason at any time, including prior to being recorded by Sponsor as an entry into this Promotion, and including removal by Instagram of content that would otherwise qualify as an Entry Post in response to such content being "flagged" or reported as inappropriate. The invalidity or unenforceability of any provision of these Official Rules will 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 will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Promotion is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning the identity of a participant, the participant will be declared to be the registered account holder of the e-mail address associated with the Instagram account used at the time of entry, but only if that person meets all other eligibility criteria, otherwise the entry may be disqualified and any potential prize won forfeited in Sponsor's sole discretion. A registered account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. Any damage made to Instagram platform will be the responsibility of the registered account holder of the Instagram account submitted at the time of entry. **CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

DISPUTES/GOVERNING LAW:

Except where prohibited, as a condition of participating in this Promotion, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Promotion Entity, claims and causes of action arising out of or connected with this Promotion, or the prize awarded, or the determination of the winner must be

resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (if any), not to exceed ten U.S. dollars (\$10 USD), and entrant further waives all rights to have damages multiplied or increased.

This Promotion and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of Illinois, without reference to its conflicts of law principles. Any legal actions, suits or proceedings related to this Promotion (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Chicago, Illinois, and each entrant accepts and submits to the personal jurisdiction of these Illinois courts with respect to any legal actions, suits or proceedings arising out of or related to this Promotion.

Personal information collected from entrants will be used only for the purposes of administering this Promotion and as expressly set out in these Official Rules (unless the entrant agrees otherwise) and is subject to the Sponsor's Privacy Policy at <http://www.hyatt.com/hyatt/privacy-policy.jsp>. By submitting an entry to this Promotion, entrant acknowledges that he/she has read and EXPRESSLY agrees to be bound by Sponsor's Privacy Policy.

WINNER'S LIST/OFFICIAL RULES:

To find out who won, send a self-addressed stamped envelope to the following address within three (3) months of the end of the Promotion Period: #HyattLovesATX Mural Design Contest – Winner List, c/o Sales Coordinator, Hyatt Regency Austin, 208 Barton Springs Rd, 78704 USA. For a copy of these Official Rules during the Promotion Period, visit Account or send a self-addressed stamped envelope to the following address for receipt during the Promotion Period: #HyattLovesATX Mural Design Contest - Official Rules Request, c/o Sales Coordinator, Hyatt Regency Austin, 208 Barton Springs Rd, 78704 USA. Only one (1) request of either type per outer envelope will be fulfilled. Vermont residents may omit return postage for rules requests.

THE SPONSOR OF THIS PROMOTION IS: Hyatt Corporation, 71 South Wacker Drive, Chicago, Illinois 60606.