# No Purchase Necessary

No purchase or payment of any kind is necessary to enter or win the Suite Summer Sweepstakes. A purchase will not improve chance of winning. Instagram is not a sponsor of this sweepstakes.

# Eligibility

The Suite Summer Sweepstakes is open only to those legal residents of the 50 United States and the District of Columbia 18 years of age or older as of the date of entry and who meet the eligibility requirements. The officers, directors, employees, contractors, and agents of the Sponsor and their immediate families and those living in the same households of any of the above are not eligible. All Federal, state and local rules and regulations apply. Void where prohibited or restricted by law.

## **Sponsor**

The sponsor of the Suite Summer Sweepstakes is Ocean House Management, LLC, 1 Bluff Avenue, Watch Hill, RI 02891 (the "Sponsor"). The Sponsor reserves the right to terminate the Suite Summer Sweepstakes any time after the then current weekly Sweepstakes. The Sweepstakes shall be bound to these Official Rules, and by entering, all participants agreed to be bound by the terms and conditions herein. Certain restrictions apply.

#### To Enter

Participants must register for an Instagram personal account. Creating an Instagram personal account is free, and can be done by downloading the mobile app for Apple Devices or Android Devices. Registered Instagram Account holders must agree to the Instagram Terms and the Instagram Privacy Policy.

As a registered Instagram Account holder, participants must post a photo of their favorite coastal summer memory from their Instagram Account with a comment that includes the handle **@WatchHillInn** and the hashtags **#SuiteSummerSweepstake #WHISummer16**, which will be used to collect all contest entries. A limit of one (1) entry per valid Instagram account/person will be accepted during each Weekly Sweepstakes. All entries must be received between 12:00 AM EST on the Wednesday of the current week through 11:59 PM ET on the Wednesday of the next week ("Weekly Entry Period"). Weekly entries not chosen as winning entries will not be eligible to win the subsequent Weekly Sweepstakes, if any. An entrant who wishes to be eligible to win the following Weekly Sweepstakes, if any, must follow the entry instructions above.

Depending on the size of your photo, your connection, Internet traffic and other circumstances, your submission upload time may take several minutes to complete.

Please use good taste, keep photos free of obscenity or indecent material. Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor or any of its products, or other people, products or companies or communicate messages or

images inconsistent with the positive images and/or goodwill to which Sponsor associates. Sponsor reserves the right to monitor and will monitor or screen entries, if required in its sole discretion. By entering, you acknowledge that your entry may be posted on the Sponsor's Website(s) or other media pages, in Sponsor's sole discretion. Sponsor has no obligation to use or post any photo you submit. Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose. Online entries that are not in accordance with these Official Rules as stated herein or are not received during the Sweepstakes Period will be ineligible. Entries cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind other than Watch Hill Inn, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; and (g) depict, and cannot itself, be in violation of any law. By submitting an entry you warrant and represent that it: (a) is your original work; (b) has not been previously published; (c) has not received previous awards; (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from any third party who appears in the entry or whose name, likeness, voice or other proprietary right is used in the entry, if any; and (f) that publication of the entry via various media including Web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless, Sponsor and Promotion Entities from any claims to the contrary. Any entrant whose entry includes photographs, likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including use by Sponsor(s) of such entry, in a form satisfactory to Sponsor, upon request, prior to award of prize. Any entry that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication is ineligible. Incomplete, illegible, false, deceptive or garbled entries are not eligible. In the event of an identity dispute, entry will be considered made by the registered owner of the Instagram account used for entry. "Registered owner" is defined as the natural person who is assigned an Instagram account by an Internet access provider, online service provider or other organization which is responsible for assigning addresses or the domain associated with the

submitted address. All entries become the sole property of the Sponsor and will not be acknowledged or returned. For a photo in which a person is recognizable, you must secure a model release from the subject or, in the case of a minor, the subject's parent or guardian and provide it to Ocean House Management, LLC upon request. Entrants must have the requisite permission to upload a photo depicting the image of a person other than themselves. Photos that violate or infringe upon another person's rights, including copyright, are not eligible. High-quality scans of non-digital photographs are acceptable. Digital photographs should be taken at the highest resolution possible.

NOTE: Entry must be made by the entrant using their Instagram account. Entries made by any other individual of any entity, and/or originating at any other Internet web site or email address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

#### **Prizes**

One (1) winner will be selected, based upon the number of votes he or she receives in a final round of voting, from all eligible entries and win one night's stay at Watch Hill Inn during the month of September 2016.

Photos will be re-posted weekly by the @WatchHillInn Instagram account to announce the subsequent Weekly Sweepstakes.

The odds of winning a prize are determined by the total number of eligible entries received and "likes" or "votes" per qualifying post. No more than the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

## Winner Selection

Three (3) submissions will be selected and re-posted on the Watch Hill Inn Instagram each Wednesday at 3:00 EST, and will be granted until Friday at 3:00 p.m. EST to garner "likes." At this time, the post with the most likes will move on to a final voting period which will take place July 30 until August 1, 2016. Finalists will receive a comment from @WatchHillInn on their Instagram photo submission, notifying them that their post has been chosen to move on to the final round of voting. The winner of the grand prize will be chosen in the final voting period by the number of votes posted in the comments section of the qualifying post. @WatchHillInn will notify the winner by Direct Message on Instagram.

Failure to respond to notifications within 5 days or to comply with any other provision of this Sweepstakes may result in the participant being disqualified. Prizes

are not transferable, assignable, or redeemable for cash. All decisions are final. All Federal, state and local tax liabilities are the responsibility of the winners.

### General

Entrants release and waive any claims they may have against Releases for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) resulting from acceptance, use, or misuse of any prize or parts thereof, or participation in this Sweepstakes. If for any reason, this Sweepstakes is not capable of running as planned, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this Sweepstakes, or any portion thereof.

If for any reason, this sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, The Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor reserves the right to conduct a random drawing to award all remaining prizes from among all eligible, non-suspect online entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at the Entry Site. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Where a dispute arises about who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account entered. The authorized account holder is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry and that all eligibility requirements are met.

The Sponsor and any and all Internet server(s) and access provider(s) (collectively, "Promotion Entities"), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively with the Promotion

Entities, the "Releases") are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes; inability to access the Entry Site; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site (including the Entry Site) or for any other reason whatsoever; printing or other errors; any entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof.

Incomplete entries will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive entries or acts shall render entrants ineligible. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules. The Sweepstakes shall be governed by and construed in accordance with the laws of the United States. By entering the Sweepstakes, entrants hereby submit to the jurisdiction and venue of the federal and state courts of the United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. Any entry information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by entrants at the time of the entry, with these Official Rules and with the Watch Hill Inn Privacy Policy.