

**Fairmont | Raffles | Swissôtel Hotels & Resorts Travel Agent Incentive  
Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The Fairmont | Raffles | Swissôtel Hotels & Resorts Travel Agent Incentive (the "Sweepstakes") is open only to legal residents of Australia, Canada, Germany, Mexico, Switzerland, the United Kingdom (excluding Northern Ireland) and the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Fairmont Raffles Hotels International Inc., ePrize LLC, and their parent and affiliate companies, suppliers as well as their family and household members are not eligible. Additionally, this Sweepstakes is reserved for travel agents who professionally engage in the promotion and sale of travel to the general public, through ongoing business relationships with travel suppliers. Entrants must possess a valid travel agent identification number at time of entry. If this does not accurately describe the nature of your business, you are not eligible for this incentive. Subject to all federal, state, provincial, and local laws, directives, and regulations. Void in Northern Ireland and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Fairmont Raffles Hotels International Inc., 100 Wellington St. West, Ste. 1600, Toronto, ON M5K 1B7, Canada. **Administrator:** ePrize LLC, One ePrize Drive, Pleasant Ridge, MI 48069, U.S.A.

**3. Timing:** The Sweepstakes begins at 00:00 Eastern Time ("ET"), June 8, 2009, ends at 23:59 ET, December 31, 2010 (the "Promotion Period") and consists of nineteen (19) monthly entry periods (each an "Entry Period"). Each Entry Period is exactly a calendar month in length, except for the first Entry Period, which will begin on June 8, 2009 and end on June 30, 2009. Non-winning entries will not carry over into subsequent Entry Periods drawings. Administrator's computer is the official time keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, persons meeting the eligibility criteria set forth in Section 1 will be invited to visit <http://www.frhi.com/promo/travelagentincentive> and complete an online quiz consisting of twelve (12) multiple choice questions. There will be a different quiz for each Entry Period. You will be required to correctly answer the twelve (12) questions to receive one (1) entry into the applicable Entry Period drawing. If you do not answer a question correctly, then you will be offered the opportunity to answer the question again until you answer correctly. After successfully completing the quiz, complete the online registration, including a valid email address, your valid travel agent identification number and home mailing address. P.O. Boxes are not permitted. Each entrant will be responsible for the incidental costs of airtime and telephone time incurred when logging onto the web site to register and browse as charged by his/her telephone and internet providers. Limit: Each entrant may receive one (1) entry for each Entry Period drawing. Multiple participants may not share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's plays and that participant may be disqualified.

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected

registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

The personal data an entrant submits upon registration will be stored on servers in Canada and the United States of America. Entry into the Sweepstakes constitutes entrant's consent to the export of his/her personal data to Canada and the United States of America and its use there for the purposes of administering this Sweepstakes and associated processing (e.g., but not limited to back-up, archiving). The servers are controlled by the Sponsor and/or the Administrator who have notified the U.S. Department of Commerce that they adhere to the rules of the Safe Harbor Framework available under [http://www.export.gov/safeharbor/SH\\_Privacy.asp](http://www.export.gov/safeharbor/SH_Privacy.asp). Entrants' personal data will be stored on these servers and used for the purposes of administering this Sweepstakes and associated processing of entries.

**5. Selection and Verification of Potential Winners:** Potential winners must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Administrator, an independent judging organization, whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes, will randomly select the potential winners for each Entry Period, from amongst all eligible entries received during the respective Entry Period, on the second Monday following the conclusion of the respective Entry Period. The drawing will take place at the Administrator's offices at the address set forth above. Sponsor will notify each potential winner by email, telephone, or registered mail after the date of the random draw. Potential winners from Canada will be required to correctly answer and return, within five (5) days from the date notice or attempted notice is sent, a time-limited skill testing question without any assistance in order to be eligible to receive a prize. The Sponsor reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. If there is a dispute as to the identity of an entrant, the Sponsor reserves the right, in its sole discretion, to determine the identity of the entrant. In the event that a potential winner of any prize fails to correctly answer and/or return the skills test (if applicable), or if a potential winner is disqualified for any other reason, Administrator and/or Sponsor will award the applicable prize to an alternate potential winner in a random drawing from among all remaining eligible entries. There will be three (3) alternate drawings for each prize. If no winner can be verified after those three alternate drawings, then the prize will be held until three (3) months after the final drawing occurs. At that time, an unclaimed prize draw will occur, and all un-awarded prizes will be distributed by random draw from among all remaining eligible entries. Prizes will be received eight (8) to ten (10) weeks after the conclusion of each Entry Period.

**6. Prizes: NINETEEN (19) GRAND PRIZES (One (1) Per Entry Period):** Winner's choice of one (1) of the following prizes: (a) a \$500 USD American Express gift card, (b) a \$500 USD Visa gift card, (c) a 32 GB iPod Touch, or (d) a \$500 USD donation made in winner's name to the winner's choice of one (1) of the following charities: (i) the World Wildlife Fund, (ii) SOS Children's Villages or (iii) Caring for Cambodia. Approximate Retail Value ("ARV"): \$500 USD.

THREE HUNDRED EIGHTY (380) FIRST PRIZES (Twenty (20) First Prizes Per Entry Period): Winner's choice of either a \$50 USD American Express or a \$50 USD Visa gift card. ARV: \$50 USD.

For All Prize Options: Terms and conditions of any gift card apply. All ancillary costs associated with redeeming the prize are not included and are the responsibility of the winner. If the cost of the prize requested by the winner is less than the value of the gift card, the difference between the select prize and the value of the gift card will not be awarded. The Sponsor shall not be liable for any gift card that has been lost, stolen, forged, damaged or tampered with in any way. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value (subject to applicable legal or regulatory limitations) if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during a respective Entry Period. TOTAL ARV OF ALL PRIZES: \$28,500 USD.

**7. Release:** By receipt of any prize, each winner agrees to release and hold harmless Sponsor, ePrize, LLC and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. For Residents of U.K.: This Release does not apply to claims for personal injury or death caused by the negligence of Sponsor Administrator. For Residents of Germany: This Release does not apply to claims against Sponsor, its representatives and its vicarious agents for damages because of personal injury or death, and to claims for damages in case of intent or gross negligence by Sponsor, its representatives or vicarious agents. For Australian Entrants: To the extent permitted by law, the Sponsor, its employees and agents shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential damages) as a result of, arising out of, or in any way connected with this Sweepstakes and/or its prizes.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winners consent to Sponsor's use of winner's name likeness, image and/or voice (incl. photograph, film and/or recording of the same) and country of residence for promotional purposes in any media, worldwide, for an unlimited period of time without further payment or consideration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Sponsor.

**9. General Conditions:** If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and, subject to the approval of those authorities which have issued permits for the conduct of this Sweepstakes (for Australia) and/or subject to the approval of the Régie des alcools, des courses et des jeux, to cancel, terminate, modify or suspend the Sweepstakes. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any

such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software (beyond Sponsor's reasonable control); (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize (other than as a direct result of the Sponsor's or its representatives' negligence). If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. For Residents of Germany Only: This limitation to the amount of damages does not apply if not permitted by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan. For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement."

**12. Entrant's Personal Information:** Participation in the Sweepstakes implies authorization to transfer personal data to the United States and Canada for purposes of administration of the Sweepstakes. All information submitted to the Sponsor as part of this Sweepstakes will be treated in accordance with the Sponsor's privacy policy, available at <http://www.fairmont.com/> and ePrize's privacy policy at

<http://www.eprize.com/privacy/privacypolicy.html>. Personal information will be used to: (a) contact potential winners; and (b) if an entrant selects to receive additional information from the Sponsor on the entry form, to send additional information to that entrant. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message to "Fairmont | Raffles | Swissôtel Hotels & Resorts Travel Agent Incentive Opt-out Request," c/o [travelagentincentive@frhi.com](mailto:travelagentincentive@frhi.com).

**13. Winners' List:** Winners' List requests will only be accepted after the promotion end date (listed above) and no later than May 21, 2011. For the Winner List, send an email with subject line: "Fairmont | Raffles | Swissôtel Hotels & Resorts Travel Agent Incentive, Winner List Request," to [WinListRequests@eprizefulfillment.com](mailto:WinListRequests@eprizefulfillment.com).

**14. For Residents of Germany and Switzerland Only:** Pursuant to German and Swiss data protection laws, you have a right to information about the personal data stored about you, including its origin, recipient or categories of recipients of the data and the purpose of the storage. In addition, you have the right of correction and, in certain circumstances, to disabling and deletion of your data and, in certain circumstances, the right to object to the collection, processing and use of your personal data. To exercise such right, you may write to: "Fairmont | Raffles | Swissôtel Hotels & Resorts Travel Agent Incentive," c/o [travelagentincentive@frhi.com](mailto:travelagentincentive@frhi.com).

**15. For Residents of U.K. Only:** Nothing in these terms and conditions shall be deemed to exclude or restrict any of the winner's or entrant's statutory rights as a consumer.

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## **Fairmont | Raffles | Swissôtel Hotels & Resorts Travel Agent Incentive Abbreviated Rules**

### **1. ABBREVIATED RULES for TV and Radio**

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF AUSTRALIA, CANADA, GERMANY, MEXICO, SWITZERLAND, THE UNITED KINGDOM (EXCL. NORTHERN IRELAND), THE 50 U.S. (& D.C.), 18 AND OLDER WHO HAVE A VALID TRAVEL AGENT ID NUMBER. VOID IN NORTHERN IRELAND AND WHERE PROHIBITED. Sweepstakes starts 08/06/09 and ends 12/31/10. Draws will take place at regular intervals, as provided for in the Official Rules. For Official Rules and complete details, visit <http://www.frhi.com/promo/travelagentincentive>. Sponsor: Fairmont Raffles Hotels International Inc of 100 Wellington St, West Ste 1600, Toronto, ON M5K 1B7 Canada.

### **2. ABBREVIATED RULES for Print**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF AUSTRALIA, CANADA, GERMANY, MEXICO, SWITZERLAND, THE UNITED KINGDOM (EXCL. NORTHERN IRELAND), THE 50 U.S. (& D.C.) 18 AND OLDER WHO HAVE A VALID TRAVEL AGENT ID NUMBER. VOID IN NORTHERN IRELAND AND WHERE PROHIBITED. Sweepstakes starts 08/06/09 and ends 12/31/10. Draws will take place at regular intervals, as provided for in the Official Rules. For Official Rules, prize descriptions and odds disclosure, visit <http://www.frhi.com/promo/travelagentincentive>. Sponsor: Fairmont Raffles Hotels International Inc of 100 Wellington St, West Ste 1600, Toronto, ON M5K 1B7 Canada.

### **3. Abbreviated rules for online Ads – Banner**

NO PURCHASE NECESSARY. Start 08/06/09 & Ends 12/31/10. To enter and for [Official Rules](#), [Click Here](#).

### **4. Abbreviated Rules for online Ads – Not a Banner**

NO PURCHASE NECESSARY. Legal residents of Australia, Canada, Germany, Mexico, Switzerland, the United Kingdom (excl. Northern Ireland) and the 50 U.S. (& D.C.) 18 years and older who have a valid travel agent ID number. Start 08/06/09 & Ends 12/31/10. To enter and for [Official Rules](#), including odds and prize descriptions, [Click Here](#). Void where prohibited. Draws will take place at regular intervals, as provided for in the Official Rules. Sponsor: Fairmont Raffles Hotels International Inc of 100 Wellington St, West Ste 1600, Toronto, ON M5K 1B7 Canada.