Legal Disclaimers:

No Purchase Necessary. Void where prohibited. Open to legal residents of the U.S. and Canada, who are 18 years of age or older. Starts 12:00 a.m. ET on 11/4/16; ends 11:59 p.m. ET on 11/25/16. For complete rules including how to play without purchase, visit www.BestWesternRewards.com. Sponsored by Best Western International, Inc.

THE BEST WESTERN® SMILEBRATION INSTANT WIN GAME OFFICIAL RULES

NO PURCHASE NECESSARY TO PLAY OR WIN. VOID WHERE PROHIBITED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **PROMOTION PERIOD:** The Best Western Smilebration Instant Win Game ("**Game**") begins 12:00 a.m. Eastern Time ("ET") on November 4, 2016 and ends 11:59 p.m. ET on November 25, 2016 ("**Promotion Period**"). The Promotion Period consists of four (4) Friday Entry Periods, as defined in the chart below (each, an "**Entry Period**"):

Friday Entry Period	Date	Start Time	End Time
1	November 4, 2016	12:00 a.m. ET	11:59 p.m. ET
2	November 11, 2016	12:00 a.m. ET	11:59 p.m. ET
3	November 18, 2016	12:00 a.m. ET	11:59 p.m. ET
4	November 25, 2016	12:00 a.m. ET	11:59 p.m. ET

2. **ELIGIBILITY:** The Game is open only to legal residents of the 50 United States, D.C., and Canada, who are Best Western Rewards® members, and who are 18 years of age or older as of the date of entry. Employees of Best Western International, Inc. (the "**Sponsor**"), their respective parent companies, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively, "**Promotion Entities**") and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void where prohibited by law. All federal, state, local, provincial and municipal laws and regulations apply.

3. HOW TO REGISTER, EARN SPINS, AND PLAY THE GAME:

During the Promotion Period, visit www.BWSpinForSmiles.com (the "**Website**") and if it is your first visit, complete the on-screen registration form and sign-up for a free Best Western Rewards membership (if you are not already a member). If you have already completed the registration form, you may log-in using the same email address and Best Western Rewards number that you provided in your previous visit. There are three (3) ways to earn spins during the Promotion Period, as follows:

- You will earn an automatic spin ("Automatic Spin") for both the current (if applicable) and/or upcoming Entry Period, if any, upon completing registration. If you have not already registered, you must register before 11:59 p.m. ET on the day of the applicable Entry Period to receive an Automatic Spin for the applicable Entry Period. Automatic Spins will be available for use directly after registration if you register on the day of an Entry Period or at the start of the following Entry Period, if any. Unused Automatic Spins do not carry over to the following Entry Period.
- You will earn a bonus spin ("**Bonus Spin**") for each night of an eligible stay (as defined below) using your Best Western Rewards number in any Best Western® branded hotel in the United

States or Canada during the week prior to the following Entry Periods (not including the actual Friday Entry Periods): Entry Period 2 (11/5/16 - 11/10/16); Entry Period 3 (11/12/16 - 11/17/16); and Entry Period 4 (11/19/16 - 11/24/16) ("Qualifying Period(s)"). An Eligible Stay for the purpose of this Game is any stay [i.e., one (1) or more consecutive nights] at the same Best Western branded hotel with the exception of a stay booked through an online travel agency, a stay booked through a tour operator, and a stay booked at a special discounted rate (see Best Western Rewards program rules for further information on eligibility criteria) ("Eligible Stay"). Only one (1) check-in/check-out permitted per night/Eligible Stay. You may not check in/out then check-in again at the same hotel for the same night for the purposes of obtaining an extra Bonus Spin, or your Bonus Spin(s) may be disqualified. Eligible Stays started before or after the Promotion Period, but which include at least one (1) night that occurs during the Promotion Period will be considered eligible to earn a Bonus Spin. All Bonus Spins must be used during the applicable following Entry Period as listed above. You may only earn one (1) Bonus Spin per night for each Eligible Stay during the Qualifying Period.

• To earn a Bonus Spin, without making an Eligible Stay (prior to each Entry Period), you can visit the Website and follow the link to access the non-purchase spin request page and complete all data requested on the request form in order to receive one (1) non-purchase spin ("Non-Purchase Spin"). Non-Purchase Spins may only be used during an applicable following Entry Period, and unused spins will not carry forward to the following Entry Period.

Automatic Spins, Bonus Spins, and Non-Purchase Spins will collectively be known as ("Spins"). To use Spins to Play the Game: During each Entry Period (that one day only), you must visit the Website and follow the on-screen instructions to use a Spin and play the Instant Win Game to find out if you are an Instant Win Prize winner ("Game Play"). All Game Plays must be completed during the applicable Entry Period only. Game Plays will not carry over to the subsequent Entry Period, if any. There is a limit of nine (9) total Game Plays possible per Entry Period, per person/Best Western Rewards number during the Promotion Period regardless of how the Game Play Spins are earned. Normal Internet access and data/usage charges imposed by your on-line/phone service provider or carrier will apply. Automated Game Plays, or those generated by script or bot are not eligible. All Game Plays must be complete to be eligible.

4. PRIZES, APPROXIMATE RETAIL VALUES ("ARVs") AND APPROXIMATE ODDS OF WINNING:

	Available Instant Win Prizes & Awards	Quantity	Approx. Odds of Winning	Approximate Retail Values
Entry Period 1	A Best Western Rewards Program Tier Upgrade	25,000	1 in 3	No Retail Value
	70 Best Western Rewards Points	10,000	1 in 6	\$00.13 ea.
	700 Best Western Rewards Points	10,000	1 in 6	\$1.27 ea.
	7,000 Best Western Rewards Points	2,250	1 in 23	\$12.67 ea.
	70,000 Best Western Rewards Points	100	1 in 575	\$127.60 ea.
	\$70 Best Western Travel Card®	950	1 in 58	\$70.00 ea.
	1 Free Night Voucher	450	1 in 115	
	Grand Prize: A trip to anywhere in the United States or Canada, as outlined below.	1	1 in 57,500	\$10,000
Entry Period 2	A Best Western Rewards Program Tier Upgrade	25,000	1 in 3	No Retail Value
	70 Best Western Rewards Points	10,000	1 in 6	\$00.13 ea.
	700 Best Western Rewards Points	10,000	1 in 6	\$1.27 ea.
	7,000 Best Western Rewards Points	2,000	1 in 29	\$12.67 ea.
	70,000 Best Western Rewards Points	90	1 in 639	\$127.60 ea.
	\$70 Best Western Travel Card	700	1 in 82	\$70.00 ea.
	1 Free Night Voucher	400	1 in 144	\$108.70 ea.
	Grand Prize: A trip to anywhere in the United States or Canada, as outlined below.	1	1 in 57,500	\$10,000
Entry Period 3	A Best Western Rewards Program Tier Upgrade	25,000	1 in 3	No Retail Value
	70 Best Western Rewards Points	10,000	1 in 6	\$00.13 ea.
	700 Best Western Rewards Points	10,000	1 in 6	\$1.27 ea.
	7,000 Best Western Rewards Points	2,500	1 in 23	\$12.67 ea.
	70,000 Best Western Rewards Points	100	1 in 575	\$127.60 ea.
	\$70 Best Western Travel Card	1,000	1 in 58	\$70.00 ea.
	1 Free Night Voucher	500	1 in 115	\$108.70 ea.
	Grand Prize: A trip to anywhere in the United States or Canada, as outlined below.	1	1 in 57,500	\$10,000

Entry Period 4	A Best Western Rewards Program Tier Upgrade	25,000	1 in 3	No Retail Value
	70 Best Western Rewards Points	10,000	1 in 6	\$00.13 ea.
	700 Best Western Rewards Points	10,000	1 in 6	\$1.27 ea.
	7,000 Best Western Rewards Points	2,500	1 in 23	\$12.67 ea.
	70,000 Best Western Rewards Points	100	1 in 575	\$127.60 ea.
	\$70 Best Western Travel Card	1,000	1 in 58	\$70.00 ea.
	1 Free Night Voucher	500	1 in 115	\$108.70 ea.
	Grand Prize: A trip to anywhere in the United States or Canada, as outlined below.	1	1 in 57,500	\$10,000

Limit one (1) Best Western Rewards Program tier upgrade per person during the Promotion Period. Prizes are nontransferable, non-assignable, and no substitution or cash redemption is allowed. Unclaimed prizes will not be awarded.

Best Western Reward Program Tier Upgrade: Best Western Rewards members will automatically be upgraded to the level above their current tier within 7-10 days. EG: If participant is at Gold Elite Status then he/ she will be upgraded to a Platinum Elite Status. Participants at Diamond Select Elite Status will not receive a tier upgrade and no other award will be substituted. Limit one tier upgrade per Best Western Rewards member per the promotional period. For more information, visit https://www.bestwestern.com/content/best-western/en_US/best-western-rewards.html.

Rewards Points: Points will be placed into the winners' accounts electronically within 7-10 days after winner verification. Points are subject to certain restrictions and Best Western Rewards Terms and Conditions, available at www.bestwesternrewards.com, apply.

Best Western Travel Cards and Vouchers: Best Western Travel Cards and vouchers are subject to certain restrictions and an expiration date may apply. Best Western Travel Card Terms and Conditions, available at http://www.travelcard.bestwestern.com, apply.

Grand Prize Trip: Includes a 6-day/5-night trip for two (2) to winner's choice of any location within the United States or Canada (with Sponsor's approval). Trip will include round-trip coach class air transportation from major airport nearest winner's residence to destination of his/her choice and hotel accommodations at a Best Western branded hotel (based on double occupancy). Trip may include car rental or ground transfers, in Sponsor's sole discretion and as winner requests. All trip inclusions must not exceed \$10,000.

The actual value of each Grand Prize may vary based on airfare fluctuations and distance between departure city and destination city. If the actual cost of the trip is less than the maximum ARV stated herein, the Grand Prize winners will NOT be entitled to a check, cash or other form of payment for the price difference. Grand Prize travel must be taken within one (1) year of winner notification, or prize will be forfeited. Exact travel dates and arrangements are subject to availability, limitations, blackout dates, capacities, and other restrictions and are subject to change, in Sponsor's sole discretion. Winner will work with travel agent of Sponsor's choice to arrange all trip details. Meals, tips and other expenses are not included in the Grand Prizes and are the sole responsibility of the Grand Prize winners. Airline carrier's regulations apply. Grand Prize trips may not be combined with any other offer and travel may not qualify for frequent flyer miles. The travel companion of each Grand Prize winner must be 18 years of age or older at time of travel or Grand Prize winner must be the parent/legal guardian of the travel companion. Travel companion of each Grand Prize winner for Grand Prize winner on behalf of travel companion if travel companion is a minor] will be required

to execute a Release of Liability and Publicity Release prior to travel. Each Grand Prize winner and his/her travel companion must possess valid travel documents (i.e., valid photo ID, valid passport, etc.) in order to travel and are responsible for obtaining such documents at their own expense. Each Grand Prize winner and his/her travel companion must travel together on the same itinerary. In the event either Grand Prize winner and/or his/her travel companion engages in behavior that (as determined by Sponsor, in Sponsor's sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and his/her travel companion home with no further compensation. The Promotion Entities are not responsible for and assume no liability for cancellation or unavailability of specific flights. If either Grand Prize includes rental car, car rental is subject to additional restrictions set forth by car rental contract. If Grand Prize winner does not meet rental car requisites/requirements that portion of the prize will not be awarded and no additional compensation will be provided.

- 5. <u>WINNER NOTIFICATION</u>: The potential Grand Prize winners will be notified by email. The Grand Prize winners will be required to sign and return an Affidavit of Eligibility (or Declaration of Compliance for Canadian winners) and Liability Waiver/Publicity Release (where legal) within three (3) days of notification attempt or prize will be forfeited. If any winner is a Canadian resident, he/she must answer unaided a time-limited arithmetic skill-testing question as a condition to receiving a prize.
- 6. INSTANT WIN GAME VERIFICATION: If you receive a "win" message, you will be deemed a potential winner pending verification of your eligibility and compliance with these Official Rules, as determined by the Sponsor in its sole and absolute discretion. All potential winning Game Plays are subject to verification by Sponsor, whose decisions are final and binding. You are not an Instant winner of any prize, even if the Game Play should so indicate, unless and until your eligibility and the potential winning Game Play have been verified and you have been notified that verification is complete. All material submitted becomes the sole property of the Sponsor and will not be returned. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after any possible system failure for any reason or is deemed a defective play, Game Play is void, and will not be honored. In no event will the Sponsor be obligated to award more than the stated number of prizes. In the event more Game Plays are determined as winners than are indicated in these Official Rules, all those notified as winners will be included in a random drawing to select the appropriate number of winners for that prize level. Use of automated Game Play devices or programs is prohibited. The Sponsor and its agencies assume no responsibility for any injury or damage to participants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Game.

If there is a dispute as to the identity of an entrant, it will be determined that the Game Play will be declared to be made by the Best Western Rewards member assigned the Best Western Rewards number associated with the Game Play. The potential winner may be required to show proof of being the applicable Best Western Rewards member.

7. GENERAL RULES: Acceptance of any prize constitutes permission to use winners' names, photographs and likenesses for publicity purposes without further compensation except where prohibited by law. All applicable taxes on the prizes are solely the responsibility of the winners, as applicable. Each U.S. Grand Prize winner will be issued an Internal Revenue Service Form 1099 with respect to the Grand Prize amount. Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. By accepting a prize, winners agree that the Promotion Entities, will have no liability whatsoever for, and will be held harmless by winners for any liability, for any injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of a prize or participation in this Game or participation in any Game or prize related activity. All Game Plays become the sole property of Sponsor and none will be returned. If for any reason the Game is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Game. In the event of cancellation of the Game, Sponsor will award all Instant Win prizes claimed, during each Entry Period (as applicable) prior to the date of cancellation. Sponsor is not responsible for typographical

or other error in printing of the Game or administration of the Game or announcement of the prizes. If there are any discrepancies between printed materials and the Official Rules, the Official Rules will govern and control. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Game Plays. Sponsor and any administrator are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Game, which may limit the ability to participate, or by any human error which may occur in the processing of the Game Plays and administration of the Game. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Game Play process or the operation of the Game or Website; violates these Official Rules; acts in an unsportsmanlike or disruptive manner: or acts with intent to annoy, abuse, threaten or harass any other person. The use of script, macro or automated devices (or any other devices intended to automate or subvert any aspect of participation) to play is prohibited. If administrator, in its sole discretion, determines that an entrant has used an automated or similar device to play or is otherwise in violation of these Official Rules, all Game Plays and prize claims from that entrant and Best Western Rewards number will be void. Caution: any attempt by an entrant to deliberately undermine the legitimate operation of the Game may be a violation of criminal and civil laws 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.

- 8. GOVERNING LAW & VENUE: THE ARIZONA COURTS (STATE & FEDERAL) SHALL HAVE JURISDICTION OF ANY CONTROVERSIES REGARDING THE GAME AND THE LAWS OF THE STATE OF ARIZONA IN THE U.S. SHALL GOVERN THE SAME. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND HEREBY IRREVOCABLY SUBMITS TO THE VENUE OF THOSE COURTS WITHIN THE STATE OF ARIZONA IN THE U.S. FOR QUEBEC RESIDENTS, ANY LITIGATION RESPECTING THE CONDUCT OR ORGANIZATION OF A GAME MAY BE SUBMITTED TO THE REGIE 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.
- **9. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Game will be collected by the Sponsor or their agent and used by Sponsor, their affiliates, agents, and marketers for purposes of the proper administration and fulfillment of the Game as described in these Official Rules, and in accordance with the Sponsor's Privacy Policy as stated at https://www.bestwestern.com/privacy.asp.
- **10.** <u>WINNERS LIST</u>: For the names of the winners of prizes valued at over \$25, visit www.BWSpinForSmiles.com between December 7, 2016 and January 7, 2017.
- 11. <u>SPONSOR</u>: The Sponsor of the Game is Best Western International, Inc., 6201 N. 24th Parkway, Phoenix, AZ 85016 USA.

Each Best Western® branded hotel is independently owned and operated. Best Western and the Best Western marks are service marks or registered service marks of Best Western International, Inc.