Official Rules - "Your Free Nights are Ready at AmericInn!"

NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING

OPEN TO RESIDENTS OF MN, WI, IA, IL, ND, SD, MI AND NE, WHO ARE 18 YEARS OF AGE OR OLDER (OR 19 OR OLDER FOR RESIDENTS OF NE)

1. **How to Enter:** To enter the "Your Free Nights Are Ready At AmericInn!" Sweepstakes ("Sweepstakes"), visit the AmericInn page on Facebook ("Website") from 12:00:00 p.m. Central Time ("CT") on May 22, 2017 and 11:59:59 p.m. CT on June 16, 2017, find and complete the entry form, which includes your name, email address, date of birth, state where you reside, zip code, and daytime telephone number. Once you have completed the entry form, click "submit" to be entered into the Random Drawing. Limit one (1) entry per person/email address via this method of entry. However, to receive additional entries in the Sweepstakes, upon submitting your entry form, you will be shown options to share the Sweepstakes through Twitter, email or Facebook and for each referred friend who successfully submits and entry form, you will receive one (1) additional entry into the Sweepstakes. All entries must be received by 11:59:59 p.m. CT on June 16, 2017 to be entered into the Random Drawing.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing your information to Sponsor and not to Facebook.

- 2. Random Drawing: A random drawing will be conducted on or about June 19, 2017 from among all eligible entries received to determine the winners. Decisions of judges are final and binding. Odds of winning depend on the number of entries received. Administrator will conduct the random drawing. Winners will be notified by telephone, or email on or about the date of the drawing. Administrator will make up to 3 attempts to contact each winner. The potential winners may be required to sign and return to Administrator, within five (5) days of the date notice is sent, an affidavit of eligibility, and/or a liability/publicity release in order to claim his/her prize, or such other documents as Sponsor deems necessary, in its sole discretion (collectively, "Prize Claim Documents"). If a potential winner cannot be contacted, fails to sign and return the Prize Claim Documents (if required) within the required time period, such potential winner may be disqualified and may forfeit his/her prize. In the event that a potential winner is disqualified for any reason, Sponsor may award the prize to an alternate winner by random drawing from among all remaining eligible Entries, time permitting. Upon verifying each winner and upon receipt of the Prize Claim Documents, Administrator or Sponsor will mail the Prize to the address provided by the winner during the verification process. Allow 6-8 weeks for receipt of all mailed Prizes. Neither Sponsor nor Administrator are responsible for lost, late, delayed, mutilated, or damaged mailing of any Prize. All unclaimed or returned prizes remain the property of Sponsor.
- 3. Prizes & Approximate Retail Values ("ARV"): Ten (10) Grand Prizes: Two (2) nights stay at American, awarded in form of digital gift certificate emailed to winner upon winner verification per Official Rule #2 above. ARV: \$400 each.

Prizes **expire** on **December 31, 2017**. Prizes consist of only those items specifically listed as part of the prize. Subject to availability and blackout dates may apply. Digital gift certificate is subject to the terms, conditions and restrictions as printed on the certificate. Reservations and major credit card are required. Winners are solely responsible for any and all federal, state, and local taxes associated with the prize. No cash or other substitution allowed by winner, but Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. All local, state, and federal taxes on the Prizes are Winner's sole responsibility. Prizes are non-transferable.

The Winners must meet the eligibility requirements as set forth in Paragraph 4 of these Official Rules. A 1099 form may also be submitted to all appropriate taxing authorities. Sponsor may substitute any prize, or portion thereof, for one of equal or greater value for any or no reason at Sponsor's sole discretion.

- **4. Eligibility:** Open and offered only to legal residents MN, IA, WI, ND, SD, NE, IL and MI, who are 18 years of age or older (or 19 years of age or older for residents of NE). Employees and directors of AmericInn International, LLC ("Sponsor") and 2060 Digital, LLC ("Administrator"), including such entities employees and owners, and their respective parents, subsidiaries and affiliated companies, advertising, promotion or production agencies, and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. Void where prohibited.
- 5. General Rules: Sponsor, Administrator and their respective agencies are not responsible for lost, late, damaged, delayed, incomplete, illegible, mutilated or misdirected entries, entries not received by the entry deadline, or for electronic, network or computer failures or malfunctions, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in this Sweepstakes, or other hardware, software or technical errors of any kind including any injury or damage to any person's computer related to or resulting from participating in the Sweepstakes. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the Sweepstakes (or any portion thereof) if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes, as determined by Sponsor, in their sole discretion. If the Sweepstakes is so cancelled, judging will be conducted from among all eligible entries received prior to the time of termination. In the event a dispute arises regarding specific individual entitled to receive prize, entry made by Internet will be declared made by the "authorized e-mail account holder" and any damage made to the Web site will also be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. "Authorized e-mail 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. Entrant may be requested to provide Sponsor with proof

that the entrant is the authorized e-mail account holder of the e-mail address associated with the account/submission. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or the like methods of participation will void all entries by such methods. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. By entering this Sweepstakes, entrants give their express permission to be contacted by Sponsor or Administrator by telephone, email and/or postal mail. By participating in this Sweepstakes, you acknowledge and agree that Sponsor may collect the personal information submitted by you, and use information pursuant to Administrator's privacy policy available at http://corporate.hubbardradio.com/hbi-radio-llc- privacy-policy/ and Sponsor's privacy policy http://www.americinn.com/privacy. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Entrants, by participating in this Sweepstakes, hereby waive and release, and agree to hold harmless the Sponsor, Administrator, Facebook, and their respective parents, subsidiaries, affiliates, distributors, licensors, advertising and promotion agencies and all of their respective officers, directors, employees and representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death, and/or property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of any prize, or their participation in this Sweepstakes, or any prize-related activity. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the judges. Except where prohibited by law, by accepting a prize, winners agree that Sponsor, Administrator and their related and affiliated companies may use the winner's name, address (city, state), photograph, videotape, likeness, and/or prize information for advertising, publicity and promotional purposes and to the use of statements made by or attributed to winner relating to Sponsor, Administrator and their related and affiliated companies or to this Sweepstakes and grants to Sponsor, Administrator and their related and affiliated companies any and all rights to said use without further notice and/or compensation except where prohibited by law.

6. **Disputes/Governing Law:** 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 the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Minnesota; (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' or legal fees; and (3) unless otherwise prohibited, 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. 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 this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of State of Minnesota, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

- 7. **Winner's List/Official Rules:** For the names of the winners or a copy of these Official Rules, see our Facebook page.
- 8. **Sponsor:** AmericInn International, LLC, 250 Lake Dr E, Chanhassen, MN 55317.