

## Hotel Amarano Spring Stays Giveaway Terms and Conditions

TO ENTER OR WIN, A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.  
OPEN TO LEGAL RESIDENTS OF CALIFORNIA., 21 YEARS OF AGE OR OLDER.

1. How to Enter: Beginning at 9:00am Pacific Standard Time ("PST") on March 15, 2021 until 11:59 p.m. PST on March 21, 2021 (the "Giveaway Period"), you may enter the "Hotel Amarano Spring Giveaway" (the "Giveaway") by visiting the Hotel Amarano Instagram page ([https://www.instagram.com/hotel\\_amarano/](https://www.instagram.com/hotel_amarano/)) (the "Instagram") and complete the Instagram giveaway steps. Incorrect and incomplete entries are void.

All entries must be received by the end of the Giveaway Period to be valid. Potential winner may be required to show proof of being the authorized account holders.

2. Eligibility: This Giveaway is open only to legal residents of California who are 21 years of age or older as of the Giveaway start date, except employees and members of their households and immediate families (spouses, parents, siblings, children and each of their respective spouses) of the Giveaway Entities: NRE Burbank Hotel Owner LLC dba Hotel Amarano ("Sponsor"), and their respective parent companies, subsidiaries, and affiliates, and their advertising and promotion agencies and all local sponsors.

3. Limitations of Liability: NRE Burbank Hotel Owner LLC dba Hotel Amarano ("Sponsor"), and their respective affiliates, subsidiaries, advertising and promotion agencies, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Giveaway; inability to access Instagram; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any entries which are late, lost, incomplete, misdirected, stolen, or any combination thereof. All entries become the property of Sponsor and will not be returned. By entering, you agree to release, discharge, indemnify and hold harmless the Giveaway Entities: NRE Burbank Hotel Owner LLC dba Hotel Amarano ("Sponsor"), and their respective parent companies, subsidiaries, their respective representatives and agents, advertising and promotion agencies, prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising in connection with your participation and/or entry in the Giveaway and/or their receipt or use of any prize awarded in this Giveaway or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Giveaway-related activity or participation in this Giveaway. Any and all warranties and guarantees are subject to the respective

manufacturer's terms. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Giveaway Entities: NRE Burbank Hotel Owner LLC dba Hotel Amarano ("Sponsor"), to use said winner's and any travel companion's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

4. How Winner will be Determined: The one (1) winner (the "Winner") will be selected in a random drawing from among all eligible entries on approximately March 22, 2021 and will be contacted by Hotel Amarano on or about March 22, 2021. Decisions of Sponsor and Administrator with respect to Winner and other matters pertaining to the Giveaway shall be final. If Sponsor or Administrator is unable to contact the prospective Winner within three (3) days from first notification attempt, if the prospective Winner fails to complete and return all requested forms by the specified date, or if the prospective Winner fails to comply with any of the requirements, his/her prize will be forfeited and an alternate prospective Winner shall be selected. The odds of winning depend upon the number of eligible entries received.

5. Conditions of Entry: Entry materials that have been tampered with or altered are void. If, in the Administrator's or Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Giveaway, the judges reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Giveaway, or to terminate the Giveaway and conduct a random drawing to award the prize using all eligible, non-suspect entries received as of the termination date. Should the Giveaway be terminated prior to the stated expiration date, notice will be posted on Instagram. In the event of a dispute as to the identity of the winner based on an Instagram account, the winning entry will be declared made by the authorized account holder of the Instagram account submitted at time of entry.

6. Prize: The Grand Prize Winner will receive hotel accommodations for up to two (2) to the Hotel Amarano, consisting of the following (the "Grand Prize"): (i) Two (2) night stay in standard king suite, (ii) \$100 FYC Credit/night, (iii) complimentary valet. **Grand Total Estimated Value: \$525.** Prize redemption is valid until March 2021; blackout dates may apply.

The specifics of all aforementioned elements of the Grand Prize in the Giveaway shall be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of the Grand Prize not specifically addressed above are the sole responsibility of the Grand Prize Winner. All federal, state and local taxes on the Grand Prize are the Grand Prize Winner's responsibility.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the Grand Prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. If Grand Prize Winner is unable to fulfill Grand Prize during time period, Grand Prize Winner forfeits the Grand Prize in its entirety and an alternate winner may be selected. Some restrictions may apply. All other expenses not specifically identified as included in the Grand Prize are the sole responsibility of the Grand Prize Winner.

Grand Prize cannot be transferred, substituted, or redeemed for cash except at Sponsor's sole discretion. Sponsor reserves the right to substitute the Grand Prize, or portions thereof, with a prize of equal or greater value.

7. Disputes/Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Giveaway Entities: NRE Burbank Hotel Owner LLC dba Hotel Amarano ("Sponsor"), in connection with the Giveaway, shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of California. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Los Angeles, California, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of California. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY. YOU (AND YOUR PARENTS OR LEGAL GUARDIANS IF YOU ARE A MINOR) HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

8. Winner List: The winner will be selected at random on March 22, 2021 and notified via direct message. The promotion is no way sponsored, endorsed or administered by, or associated with Instagram.

9. Alternative Method of Entry ("AMOE"): If you do not have access to the internet or the social media channels listed above, you can submit an Entry by mail addressed to Sponsor at the address listed below. Mail Entries must be received by Sponsor during the Giveaway Period.

Hotel Amarano  
322 N Pass Ave  
Burbank, CA 91505  
ATTN: Jeannette Vasquez

## HOTEL AMARANO SPRING GIVEAWAY

10. Sponsor reserves the right to verify all entries. Failure to be able to validate the authenticity of your entry when requested may result in disqualification. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains infringing, obscene, offensive or inappropriate content, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Giveaway. Multiple entrants are not permitted to share the same social media accounts. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Entries will not be acknowledged or returned. All entries must be posted by the end of the Giveaway Period. Proof of sending or submission will not be deemed by Sponsor to be proof of posting by entrant. In the event of a dispute as to the identity of an entrant, the authorized account holder of the social media account used to enter the Giveaway will be deemed to be the entrant. The "authorized account holder" is the natural person assigned a social media account by the social media channel in question. Potential Winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive account will be disqualified and ineligible to win.

11. Usage Rights in Entries. Sponsor and its designees shall have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all entry materials, alone or in combination with other material including but not limited to essays, photos and/or videos in any and all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without further compensation to the entrant or anyone else. Without limiting the foregoing, entries may be posted on websites managed by Sponsor and websites for hotel and resort properties owned or managed by Sponsor for public viewing during and after the Giveaway Period. Sponsor reserves the right to review any entry prior to any such posting, to remove any entry at any time after posting, and to remove any incidental material that could be deemed infringing where doing so would not materially alter the entry and where the entrant otherwise clearly intended to comply with these Official Rules, as determined by Sponsor. No guarantee is made that any particular entry will or will not be posted or as to the length of time between submission and posting. Sponsor reserves the right, in its absolute discretion, to determine if any particular entry is appropriate for posting. All entries that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Entry constitutes permission for Sponsor and its designees to use Winner's name, biographical information, photo and/or likeness in any and all media, now or hereafter devised, worldwide, in perpetuity, for internal, advertising, Giveaway and other purposes without additional compensation,

notification or permission, unless prohibited by law. Potential finalists and/or Winners may be required to assign all rights in their entries to Sponsor without additional compensation.

12. Nature of Relationship/Waiver of Equitable Relief: Each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any submission or other material submitted in connection with the Giveaway, 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 the submission or any material based on or allegedly based on the submission, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

13. Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

Official Rules & Winner's Name: For the Winner's name or for a copy of the Official Rules please visit @hotel\_amarano on Instagram.

14. Sponsor: NRE Burbank Hotel Owner LLC dba Hotel Amarano ("Sponsor"), 322 N Pass Ave, Burbank, CA 91505