

**FOUR SEASONS HOTEL AUSTIN**  
**“Pass Go” Gingerbread Village Promotion**  
**Official Rules**

**This Promotion is open to legal residents of the United States only. Participants must be over the age of 21 at the time of entry. NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO PARTICIPATE IN SOME ASPECTS OF THE PROMOTION.**

The “Pass Go” Gingerbread Village Promotion (the “Promotion”) begins at 9:00 a.m. CST on November 21, 2017 (the “Promotion Start Date”) and ends at 3:00 p.m. CST on December 21, 2017 (the “Promotion End Date”), such period referred to herein as the “Promotion Period.” The Promotion is sponsored by DTRS Austin, LLC dba Four Seasons Hotel Austin (the “Promotion Sponsor”). The Promotion Sponsor’s computer is the official clock for the Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. You are providing your information to the Promotion Sponsor, and not to Instagram or Twitter. Any questions, comments or complaints regarding this Promotion shall be directed to the Promotion Sponsor and not to Instagram or Twitter.

**1. How to Enter: There are two ways to enter the Promotion:**

*Enter the Promotion via Instagram or Twitter:*

- a. Log into your Instagram account ([www.instagram.com](http://www.instagram.com)) or Twitter account ([www.twitter.com](http://www.twitter.com)). If you are not already a member of Instagram, download and install the free Instagram application and register for a free Instagram account. If you are not already a member of Twitter, register for a free Twitter account.
- a. Post an original photograph through Instagram or Twitter with the hashtag #FSGingerbread. The photograph must include the Instagram account holder and part or all of Four Seasons Hotel Austin’s 2017 Gingerbread Village.

*Enter the Promotion via entry form:*

- a. Visit the Gingerbread Village at Four Seasons Hotel Austin. Entry forms will be available at the front of the Village.
- b. Fill out the entry form in its entirety and submit it to Four Seasons Hotel Austin’s Concierge desk.

By entering the Promotion, you agree that you have read and will abide by these Official Rules. Limit to one (1) entry per mode (Twitter/Instagram or entry form), for a total of two (2) entries per person, during the Promotion Period. Participation in the Promotion is voluntary and does not require you to purchase anything from the Promotion Sponsor. To enter by mail instead, please print your first name, last name, address, telephone number, date of birth and e-mail address on a three-by-five-inch card. Place the card in an envelope, affix first-class postage, and send it to the Promotion Sponsor at the address below. No illegible, incomplete, forged, mechanically produced or altered entries will be accepted. All entries must be received by the Promotion End Date. All entries become the property of the Promotion Sponsor and will not be returned. Submitted entries will not be acknowledged. Proof of submission of an entry does not constitute proof of receipt by Promotion Sponsor. All entries are subject to the Promotion Sponsor’s [Privacy Policy](#) and [Terms of Use](#).

**2. Prize:** Two (2) winners of the Promotion will each receive a USD \$200.00 Four Seasons Hotel Austin gift certificate, redeemable towards accommodations, dining or Spa at Four Seasons Hotel Austin. The gift certificate may not be used at any other Four Seasons Hotel or Resort.

Odds of winning are affected by the number of eligible entries received by the Promotion Sponsor by the Promotion End Date. Total approximate retail value of all prizes: USD \$400.00. Allow 4-6 weeks after validation of arrangement for receipt of prize. Gift certificates must be used in one visit; any remaining value of the gift certificate will be forfeited if not used in its entirety in one visit. There is no substitution, cash equivalent or transfer of prizes allowed. Winner will be solely responsible for all other expenses in excess of the gift card amount. The Promotion Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Promotion Sponsor is responsible only for prize delivery; not responsible for prize utility, quality or otherwise. For residents of the United States: all federal, state, and local taxes, if any, are the responsibility of the winner. In order to receive a prize, winner may be required to provide proof of identification.

**3. Eligibility:** The Promotion is open to legal residents of the 50 United States, including the District of Columbia, who are at least 21 years old at the time of entry.

Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Promotion, each entrant accepts the terms and conditions stated in these Official Rules, agrees to adhere to [Instagram's Terms of Use](#) and [Twitter's Terms of Service](#), agrees to be bound by the decisions of the Promotion Sponsor and warrants that s/he is eligible to participate in the Promotion. Failure to comply with either the terms and conditions in these Official Rules or the Instagram Terms of Use and Twitter Terms of Service shall result in disqualification, and will allow the Promotion Sponsor to select an alternate winner. Employees, independent contractors, officers, and directors of (i) the Promotion Sponsor, its affiliates and subsidiaries, (ii) Four Seasons Hotels Limited, and its affiliates and subsidiaries (collectively, "Four Seasons"), (iii) owners ("Owners") of hotels and resorts managed by Four Seasons, and (iv) Promotion Sponsor's, Owners' or Four Seasons' advertising, promotion, and fulfillment agencies, and their immediate family members and persons living in the same household, are not eligible to participate in the Promotion. PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state, provincial/territorial and local laws and regulations.

Entries that are submitted in connection with the Promotion will only be eligible if such entries do not contain content that is unlawful, hateful or obscene, in the Promotion Sponsor's sole discretion, and do not include any other identifiable individual other than the individual participant unless prior express consent is obtained from such individual. The Promotion Sponsor will allow only those entries that meet all of these criteria, in the sole discretion of the Promotion Sponsor, to be posted.

**4. Use of Content:** By submitting content to the Promotion Sponsor in connection with the Promotion, you automatically represent and warrant that you have the right to grant, and do hereby grant, to Promotion Sponsor and Four Seasons and owners of hotels and resorts managed by Four Seasons the paid-up, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such content (in whole or in part) worldwide and/or to incorporate all or any portion of it in other works in any form, media or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in such content; and (b) use the content, including without limitation, the right and license to make, use, sell, offer for sale, and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the content and the right to practice. You warrant that the content has not

been copied from any third party and its use by Promotion Sponsor or any other third party licensed above will not infringe or involve the misappropriation of any third party rights and agree to indemnify and hold harmless Promotion Sponsor and all other third parties licensed above from and against any breach of this warranty. Under no circumstances will the Promotion Sponsor or any other third party licensed above be required to treat such content as confidential. The Promotion Sponsor will be entitled to use the content in accordance with this Section 4 without permission from or compensation to you or any other person. For the avoidance of doubt, the Promotion Sponsor will not be liable to you or any other person for any ideas for the Promotion Sponsor's business (including, without limitation, product designs or ideas) derived from the content and will not incur any liability as a result of any similarities to the content that may appear in any future products or services of the Promotion Sponsor.

By submitting content, you understand and accept that the personal data supplied by you will be used by the Promotion Sponsor or its nominee to process the competition, to inform the winning participant of its winning entry, to distribute the prize, to comply with Section 8 below, and otherwise as may be required by law. You hereby consent to such use.

**5. Selection of Winners:** On or about November 22, 2017 (the "Selection Date"), the Promotion Sponsor will select the two (2) winners. The winners will be selected in a random drawing from all eligible entries received by the Promotion End Date. The choice of winners is final and binding and not subject to review or appeal. The winners will be notified by their original mode of entry, either by tweet, Instagram comment or by e-mail using the information provided on the entry form within ten (10) days of the Selection Date.

In the event a winner does not accept their prize within five (5) days of such notice, the winner is ineligible, or the prize or prize notification is not deliverable, an alternate winner or winner(s) may be selected. The Promotion Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. Winners agree to the use of their name, address (by reference only to the state, province, county or region), likeness, and/or prize information by Promotion Sponsor, and Four Seasons for promotional purposes in any medium without additional permission or compensation to the extent permitted by law. Where lawful, the winners may be required to sign and return a Publicity Consent and Liability Release.

**6. Conditions:** The Promotion Sponsor, Four Seasons, Owners, Instagram and Twitter, and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim (to the fullest extent permitted by law), all liability arising from or relating to: (i) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Promotion Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Promotion; or (vi) any printing or typographical errors in any materials associated with the Promotion. The Promotion Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Promotion should any unauthorized human intervention or other causes beyond the Promotion Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In the event that proper administration of the Promotion is prevented by such causes as contemplated above, the Promotion Sponsor will select the winners from all eligible, non-suspect entries received prior to such occurrence. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be deemed to be made by the authorized account holder of the email address affiliated with the

Instagram or Twitter account at the time of entry. “Authorized account holder” is the natural person who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. By participating in the Promotion, participants and winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Promotion, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Promotion, participation in the Promotion, the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant’s right of publicity. This Promotion shall be governed by New York law. By participating in this Promotion, entrants agree that New York courts shall have jurisdiction over any dispute or litigation arising from or relating to this Promotion and that venue shall only be in New York, New York.

**7. Winners List:** For the name of the winners, please send a self-addressed stamped envelope to the Promotion Sponsor within ninety (90) days of the Selection Date (residents of Vermont and Washington may exclude postage).

**8. Promotion Sponsor:**

Four Seasons Hotel Austin  
Attn: Public Relations  
98 San Jacinto Blvd.  
Austin, TX 78701

**9. Notice:** The Promotion Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

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