

## The Emily Morgan Hotel Halloween Online Giveaway 2024

**NO PURCHASE, DONATION OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ELIGIBILITY:** Only legal residents of the United States of America, who are the age of majority in entrant's jurisdiction of residence at time of entry are eligible to enter. Not open to employees, officers or directors, or to members of the immediate family or household (whether related or not) of any employees, officers, or directors of the Emily Morgan Hotel ("**Sponsor**"), Hilton Domestic Operating Company Inc. or any of its parents, subsidiaries, affiliates, franchisees, or any advertising, promotion or other agencies or suppliers involved in this Promotion (collectively, the "**Promotion Entities**"). Eligibility may be verified at any time. The Halloween Online Giveaway Promotion (the "**Promotion**") is subject to all applicable laws. Void where prohibited by law.

**PROMOTION PERIOD:** The Promotion begins on 10/01/2024 at 12:00:01 a.m. Central Daylight Time (CST), and ends on 10/06/2024 at 11:59:59 p.m. CST (the "**Promotion Period**"). The Sponsor's database computer is the official time-keeping device for the Promotion.

**HOW TO ENTER:** Visit [emilymorganhotel.com](http://emilymorganhotel.com) (the "**Website**") during the Promotion Period and follow the instructions to complete your free entry online. You may also be given the option to choose to receive promotional messages from the Sponsor; however, your election to do so is optional and will not affect your chances of winning. All promotional emails will always offer you the opportunity to opt-out of receiving future promotional emails. All entries must be received by the end of the Promotion Period. Proof of submission is not proof of receipt. Limit one (1) entry per person and per e-mail address [**per day?**]. Subsequent entries from the same person or email address will be disqualified. Any attempt by a person to enter more than once with multiple email accounts or any other means may result in disqualification.

**DRAWING AND WINNER NOTIFICATION:** The winner(s) of the Promotion will be randomly selected from all eligible entries received throughout the Promotion Period. The random drawing will be conducted on or about 10/08/2024. The potential winner(s) will be notified by telephone and/or mail and/or email, in Sponsor's discretion, using the contact information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within 24 hours after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any eligible winner is not of legal age of majority in his or her place of residence (a "**minor**"), at Sponsor's option, the applicable prize either may be awarded in the name of parent or legal guardian of winner, or parent or legal guardian of winner may be required to ratify and sign all Prize Claim Documents.

**PRIZES/ODDS:** The following prize(s) is/are available: One overnight stay in a standard room on 10/31/2024, an exclusive tour of our historic hotel—including the iconic tower— two welcome drinks, complimentary dinner for 2, valet service for 1 vehicle, and breakfast for 2 at Oro Restaurant. Value is between \$300-\$500.

Odds of winning depend on the number of eligible entries received.

**GENERAL PROVISIONS:** To the extent allowed by applicable law, acceptance of a prize constitutes winner's permission (or minor winner's parent/legal guardian's permission) for Sponsor to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state and country) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity (or for as long as allowed under applicable law), without further compensation except where prohibited by law. Entrants (and any minor entrant's parent or legal guardian) agree, to the extent allowed by applicable law, that the Promotion Entities shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, from participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize.

No responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or otherwise participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right in its sole discretion to disqualify from this Promotion and any other promotions offered by Sponsor, any individual who is found to be tampering with the entry process or the operation of the Promotion or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.

In the event of a dispute as to the identity of the entrant, any on-line entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent, provided such account holder must still meet the eligibility requirements for the Promotion. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion, in whole or in part, if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

By entering the Promotion, you agree, to the extent allowed by applicable law, that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the State of New York, USA, without regard to principles of conflicts of laws, and by entering you consent to the exclusive jurisdiction of the state and federal courts in Eastern District of Virginia, USA, or

if there's no federal jurisdiction, Fairfax County, Virginia, USA for resolution of any disputes relating to the Promotion and waive any objection thereto to the extent allowed by applicable law.

**FACEBOOK:** By participating, you release Facebook and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any information you submit online is to the Sponsor, and not to Facebook. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**DATA:** Any information you submit will be subject to the Sponsor's privacy policy posted at [http://www1.hilton.com/en\\_US/hi/customersupport/privacy-policy.do](http://www1.hilton.com/en_US/hi/customersupport/privacy-policy.do) By submitting an entry, you understand and agree that the information you submit will be transmitted to and stored on servers located in the United States.

**WINNER NAMES:** A list of winner names will be available for 90 days after the Promotion Period. To request a list of winner names, email [Jasmine.Marquardt@Hilton.com](mailto:Jasmine.Marquardt@Hilton.com).

**SPONSOR:** The Emily Morgan Hotel, 705 East Houston Street  
San Antonio, Texas, 78205, USA

---