

AmericInn® Random Acts of Vacation™ Contest (“Contest”)
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

This Contest invites you to nominate someone you consider worthy of a “Random Act of Vacation™” based on compelling examples of kindness, good deeds, and overall hard work. Simply visit the Random Acts of Vacation website (www.randomactsofvacation.com) between April 7, 2014 and August 20, 2014, fill out the official nominee form, and nominate a friend or loved one to win free nights up to a combined value of \$400 at any AmericInn® hotel. Beginning May 19, 2014 through August 21, 2014, three judges from AmericInn will select two winning nominees and their respective nominators each week based on the unique, creative, and compelling examples of kindness, good deeds, and hard work, with a commitment to the greater good.

1. ELIGIBILITY: Contest is open only to nominators and nominees who are 18 years old or older at the time of entry, who are legal residents of the 50 United States and District of Columbia (excluding California, Florida and New York), and who have a valid email address. Employees, officers and directors of AmericInn International, LLC (“**Sponsor**”) and the Sponsor’s Affiliates, and each such person’s immediate families (children, spouse, parents, siblings and the spouses of each) and those living in the same household as each such person, whether or not related, are not eligible to enter or win. Void where prohibited. For the purposes of this Contest, “**Sponsor’s Affiliates**” shall be defined as all entities associated with Sponsor for purposes of this Contest, including parents, subsidiaries, affiliated companies and advertising agencies, promotional agencies and judges involved with the Contest.

2. ENTRY AND CONTEST NOMINATION PERIOD: Between April 7, 2014 and August 20, 2014 (“**Contest Nomination Period**”), visit the Random Acts of Vacation website at www.randomactsofvacation.com (“**Contest Website**”) and click on the red button that says “NOMINATE NOW.” Complete the nomination form with all the information detailed under “Nomination Requirements” in Section 3 (“**Nomination**”) and click the red button that states “SUBMIT.” An image of the nominee is encouraged but is not required. You may not nominate yourself. Sponsor and Sponsor’s Affiliates are not responsible for lost, late, incomplete, inaccurate, misdirected, unintelligible or returned entries. Only entries using the official nomination form during the Contest Nomination Period will be valid.

By submitting a Nomination, you agree to these Official Rules and the judges’ decisions, which are final and binding in all respects. All Nominations become property of Sponsor and will not be returned. The Contest is subject to applicable federal, state and local laws and regulations. You also agree that submission of your Nomination, including its narrative and photo, is gratuitous and made without restriction, and will not place Sponsor under any obligation to you. You agree that Sponsor is free to use or otherwise disclose the ideas contained in the Nomination on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Nomination, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed

by its employees, or obtained from sources other than you. You further acknowledge that by submitting a Nomination, you agree to Sponsor's publication of the Nomination on the Contest Website.

3. NOMINATION ENTRY REQUIREMENTS: Each Nomination must meet the following requirements and any Nomination that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified:

Nomination Requirements:

- The nominee must be living at the time of nomination;
- The Nomination must be in text format, any photo must be uploaded in JPEG or PNG format;
- The Nomination must include the nominator's first name, last name and valid, current email address and the nominee's first name, last name and valid, current email address;
- The Nomination must not exceed 1,000 characters in length;
- The Nomination must be in English;
- Nominators may not nominate themselves;
- Nominees must be personally known to the nominator; and
- Nominee must agree to be nominated and agree to include any image, the full name, personally identifying information, additional descriptive information, and approval to include name, likeness, quotes and other information for Contest and promotional purposes in all Sponsor materials. Once nominated, the nominee will receive an email stating he or she has been nominated. The nominator will also receive an email confirming the Nomination. The nominee will then be asked if he or she accepts the Nomination. Acceptance of the Nomination automatically fulfills the agreement within the Nomination requirements above. Declination of the Nomination results in the Nomination being null and void from the moment of decline.

Nomination Content Restrictions:

- The Nomination must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The nominator must have all rights to submit any photo, in this regard, the photo must be an original work taken by the nominator for which the nominator owns the copyright or the nominator must have permission from the copyright owner, any persons depicted in the photo must consent to the use of the photo and the nominator must agree to assign the photograph to Sponsor in the event the nominee is selected as a winner of the Contest;
- Any submitted photo may include images of persons other than the nominee, however, any prize awarded will be awarded ONLY to the nominee, all persons featured in the photo must be eighteen (18) years of age or older, and at the request of Sponsor, the nominator must be able to provide releases from all persons featured in the photo;
- The Nomination must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
- The Nomination must not feature brand names or trademarks other than Sponsor's marks, which nominator has a limited license to use to incorporate into his or her Nomination for this Contest;

- The Nomination must not contain text not created by nominator or nominee;
- The Nomination must not contain content that is inaccurate, inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Nomination must not contain content that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Nomination must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Nomination is created;
- The Nomination must not contain any inappropriate (in the sole discretion of Sponsor) images or other content;
- The Nomination must not contain or otherwise make available any unsolicited or unauthorized advertising, “commercial pitch,” promotional materials, junk mail, spam, pyramid schemes, or any other form of solicitation; and
- The Nomination must not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network.

All Nominations must be received during the Contest Nomination Period. Sponsor’s computer will be the official timekeeper for all deadlines, and all entries must actually be received by Sponsor’s computers to be valid. Nominations generated by script, macro or other automated means are void. Uploading a Nomination constitutes nominator’s consent and/or accepting a prize constitutes nominee’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Nominations in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, nominator will sign any documentation required for Sponsor or its designees to make use of the rights entrant is granting to use the Nomination. All Nominations must include a valid email address for both the nominator and the nominee.

4. TIMING/WINNER SELECTION: The Contest winner selection period begins at 12:01 a.m. CDT on May 19, 2014, and ends at 11:59 p.m. CDT on August 21, 2014 (the “**Winner Selection Period**”).

Judging will be held twice per week during the Winner Selection Period. Limit of one prize per person during the course of the Contest. All Nominations received during the Contest Nomination Period will be considered throughout the Winner Selection Period unless and until the nominee or nominator wins a prize.

Sponsor will select three individuals to judge all Nominations (“**Judges**”) received by Sponsor during the Winner Selection Period. The Judges will review each Nomination for compliance with all Nomination Requirements and Content Restrictions. Any nomination that does not meet both the Nomination Requirements and Content Restrictions will be disqualified without notification to the nominator or nominee. The Judges will review each Nomination for its uniqueness, creativity and the compelling nature exhibited by the nominee. Judges may also

consider other factors such as location of the nominee and timely nature of the Nomination. All decisions by Judges and Sponsor are final and not subject to review.

Once a Nomination is selected as a winning nomination, both the nominator and nominee will receive the prize (“**Winners**”). All Winners will be notified by email at the email address indicated on the Nomination during the week following the selection by the Judges. Winners must respond to the notification communication within 48 hours or they may forfeit the prize. Winners must return to Sponsor any affidavit of eligibility and release, as well as assignment of the Nomination, and any other form required by Sponsor before claiming his or her prize. Failure to return documents to Sponsor may result in forfeiture of the prize.

If any notification or prize is returned as undeliverable the selected Winners will forfeit the prize in its entirety and an alternate winner may be selected. Award of prize and confirmation of winner is contingent upon potential winner’s qualification and compliance with Official Rules.

5. PRIZES/TAXES: During the Winner Selection Period, 28 separate nominees will be selected to win four (4) one hundred dollar (\$100) AmericInn vouchers good for free nights at any AmericInn hotel, subject to availability and expiration. The nominator of the winning nominee will also win four (4) one hundred dollar (\$100) AmericInn vouchers good for free nights at any AmericInn hotel, subject to availability and expiration. All winners must use (book and complete their stay) vouchers awarded in connection with this Contest by 11:59 p.m. CDT on December 31, 2014 (“**Expiration Date**”). A total of fifty-six (56) separate Winners, winning two hundred twenty-four (224) one hundred dollar (\$100) AmericInn vouchers, will be awarded during the Winner Selection Period, with a total retail value of \$22,400.

Taxes on prizes are the sole responsibility of the winner. Prize is non-transferable and no substitution or cash equivalent is allowed except in Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize of the same approximate retail value. Prize consists only of items specifically listed as part of the prize. Certain conditions and restrictions may apply. All costs and expenses not specified herein, related to any prize or incurred by accepting the prize, are the sole responsibility of the winner. Odds of winning depend on the number of eligible Nominations received.

6. PUBLICITY RELEASE: Except where prohibited, acceptance of a prize constitutes winner’s consent that their photo, name, likeness, voice and/or biographical data may be used by Sponsor in any medium worldwide for advertising and promotional purposes without limitation and without additional notice, compensation or consent. However, Sponsor is under no obligation to actually use any such information or content. Winners will execute all eligibility affidavits, releases and assignments required by Sponsor before claiming any prizes.

7. COPYRIGHT ASSIGNMENT: By accepting a prize, each winner agrees that his or her Nomination will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his or her right, title and interest in and to his or her narrative, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of “droit moral” or “moral

rights of authors” or any similar rights or principles of law that winner may now or later have to their Nomination. Sponsor reserves the right to alter, change or modify the winning Nomination, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred and “moral rights of authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

8. HOW TO REDEEM: Upon being selected and confirming all information with Sponsor, Winners will receive an email from Sponsor containing four (4) AmericInn vouchers each with a value of one hundred dollars (\$100). Each winner must print the vouchers. To use the vouchers, Winners must make a reservation at an AmericInn hotel of his or her choice at www.americinn.com and is subject to availability. Upon arrival at the hotel, Winners must present the voucher(s) to the front desk clerk as payment for the reservation under the respective confirmation number. All vouchers must be used by the Expiration Date, though a winner may use a voucher for a stay on the Expiration Date, so long as check in occurs before 11:59 p.m. CDT. If the balance owed including taxes and incidentals is greater than the value of the voucher(s) presented, the winner must pay the balance due. If the balance owed including taxes and incidentals is less than the voucher(s) presented, there is no refund given. All rooms based upon availability. Winner can redeem vouchers for as many nights as voucher(s’) value allows. No refunds allowed. The vouchers are not transferable. Voucher(s) good only for stays at AmericInn hotels. Vouchers are not considered cash and are non-transferrable. Vouchers valid for cost of room, taxes, and incidentals only. Questions regarding this Contest should be directed to Sponsor at marketing@americinn.com.

9. CONTEST ADMINISTRATION: If for any reason the Contest, including the online portion, is not capable of running as planned, including disruptions caused by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause that corrupts, affects or compromises the administration, security, fairness, integrity, proper conduct or intended play of the Contest, Sponsor reserves the right at its sole discretion to disqualify any individual Sponsor deems responsible and Sponsor further reserves the right to cancel, terminate, modify or suspend the Contest, and substitute an appropriate alternate method of prize award selection. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft, destruction or unauthorized access to, or alteration of, entries, including any erroneous appearance of qualification for a prize. Sponsor is not responsible for any problem or technical malfunction of any telephone network or lines, computer online systems, servers or provider, computer equipment, software, failure of any e-mail or entry to be received by Sponsor due to technical problem or traffic, congestion on the internet or at any web site, or any combination thereof, including any injury or damage to participant’s or any other person’s computer related to or resulting from participation or downloading/uploading any materials in this Contest. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. ADDITIONAL TERMS/LIABILITY LIMITATIONS: By entering, entrant agrees to accept and abide by the rules of this Contest and agrees that any dispute with regard to the conduct of this Contest, rule interpretation or award of prize, shall be resolved by Sponsor, whose decision shall be binding and final. By participating, entrant agrees to release and hold harmless Sponsor, promotional retail partners and each of their respective parent companies, affiliates, subsidiaries, franchisees, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations from any injury, loss or damage to person, including but not limited to death or property damage due in-whole or in-part, directly or indirectly to the acceptance, use, or misuse of a prize, the posting of Nomination materials, participation in any Contest-related activity, or participation in the Contest. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest or in the announcement of prizes, including such error as may give an erroneous indication that a prize has been won. Sponsor is not responsible for unauthorized use of the entry submissions by third parties. In the event the Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event), the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without notice or further obligation. If the Sponsor, in its discretion, elects to abbreviate the Contest, the Sponsor reserves the right, but shall have no obligation, to award any prize from among all valid and eligible entries received up to the time of the Contest was abbreviated.

11. DISPUTE RESOLUTION AND CHOICE OF LAW: Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Minnesota. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by the appropriate federal or Minnesota State Court. Should there be a conflict between the laws of the State of Minnesota and any other laws, the conflict will be resolved in favor of the laws of the State of Minnesota. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

12. WINNERS LIST: For a list of winners, send a self-addressed, stamped envelope postmarked by December 31, 2014 and received by January 7, 2015 to: AmericInn[®] Hotels, Random Acts of Vacation[™] Contest Winners List, 250 Lake Drive East, Chanhassen, Minnesota 55317

13. SPONSOR: Contest is sponsored by AmericInn International, LLC, 250 Lake Drive East, Chanhassen, Minnesota 55317.